



Stephanie Boardingham, Mayor
Carlie Jones, Mayor Pro Tem
Sonja Coleman, Deputy Mayor Pro Tem
Anthony Cook, Place 2
Timey Boardingham, Place 3
Janet Carpenter, Place 4
Keith R. Smith, Place 5

Venus Wehle, City Manager
Amy Anderson, City Secretary
Courtney Goodman-Morris, Asst. City Attorney

AGENDA
COUNCIL WORK SESSION
August 5, 2025 - 6:00 P.M.

Notice is hereby given that on August 5, 2025, the City Council of the City of Forest Hill will hold a Council Work Session at 6:00 p.m. in the City of Forest Hill Council Chambers, 3219 California Parkway, Forest Hill, Texas, 76119, to consider the following items:

Pursuant to Texas Government Code Sec. 551.127, on a regular, non-emergency basis, members may attend and participate in the meeting remotely by video conference. Should that occur, a quorum of the members, including the presiding officer, will be physically present at the location noted above on this agenda.

1. Call to Order

2. Work Session

- a) Presentation regarding the annual audit for Fiscal Year 2023- 2024 by Vail & Park, P.C.
- b) Presentation regarding the City's health coverage by Brinson Benefits.
- c) Receive the proposed budget from the City Manager for Fiscal Year 2025-2026.

3. Adjournment

AGENDA
REGULAR COUNCIL MEETING
August 5, 2025 - 7:00 P.M.

Notice is hereby given that on August 5, 2025, the City Council of the City of Forest Hill will hold a Regular Council Meeting at 7:00 p.m. in the City of Forest Hill Council Chambers, 3219 California Parkway, Forest Hill, Texas, 76119, for the purpose of considering the following items:

Pursuant to Texas Government Code Sec. 551.127, on a regular, non-emergency basis, members may attend and participate in the meeting remotely by video conference. Should that occur, a quorum of the members, including the presiding officer, will be physically present at the location noted above on this agenda.

1. Call to Order

Invocation

Pledge of Allegiance to the U.S. Flag and the Texas Flag

Oath of Office

2. Presentations, Proclamations, and Recognitions

a) Proclamation honoring Dionne Anglin

b) Presentation by the Parks, Recreation, and Clean City Commission for Yard of the Month.

3. Citizen Testimony

At this time, any person who desires to speak on any item posted on the agenda or any person with business before the City Council not scheduled on the agenda may speak to the City Council provided that a "Speaker's Request Form" has been completed and provided to the City Secretary no later than the posted start time of the City Council meeting. Speakers are limited to a maximum of three (3) minutes. The Council cannot respond to matters not listed on the agenda until scheduled at a future meeting. Please direct all comments to the full Council. Citizens are to refrain from personal attacks and the use of profane language.

4. Mayor and Council Reports

a) Mayor Boardingham's report on Citizen Testimony from the July 1, 2025 Council meeting.

b) Report on the Coffee and Iced Tea with the Mayor event held on Tuesday, July 22, 2025.

c) Report on the Mayor's Back to School event held on Thursday, July 31, 2025.

d) Report on the Trinity Metro Storytime Train

5. Departmental Updates

a) Introduction of the new Public Works Supervisor, James Ranft.

b) Report on donations for the Kerr County Flood Relief Fund.

c) Report on Hispanic Heritage Month event

d) Report on Anglin Drive bridge demolition

6. Consent Agenda

All matters listed under the Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. There will not be a separate discussion of these items unless a Council Member so requests, in which event, the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda.

None

7. Public Hearing

a) Case #PZ 2025-05 Public Hearing

To receive citizen's comments regarding a request amending the Forest Hill Code of Ordinances, as previously amended, by amending Chapter 9 "Planning and Development Regulations," Article 0.02 "Zoning Ordinance," at Division 2 "Definitions" by amending section 9.02.021 "Definitions" and at Division 4 "Schedule of Uses" by amending Section 9.02.081 "Uses" to add Funeral-related Accessories Retail Sales Establishments and allowing such uses in the Local Retail, General Business, Light Industrial, and Heavy Industrial Zoning Districts. The applicant is the TPH Group located at 4508 Forest Hill Circle, Forest Hill, Texas, 76140.

Case #PZ 2025-05 Deliberation

Discuss and consider action on an Ordinance 2025-16 amending the Forest Hill Code of Ordinances, as previously amended, by amending Chapter 9 "Planning and Development Regulations," Article 0.02 "Zoning Ordinance," at Division 2 "Definitions" by amending section 9.02.021 "Definitions" and at Division 4 "Schedule of Uses" by amending Section 9.02.081 "Uses" to add Funeral-related Accessories Retail Sales Establishments and allowing such uses in the Local Retail, General Business, Light Industrial, and Heavy Industrial Zoning Districts. The applicant is the TPH Group located at 4508 Forest Hill Circle, Forest Hill, Texas, 76140.

8. Deliberation Agenda

- a) Discuss and consider approval of the Audit Report for the Fiscal Year 2023-2024 by Vail & Park, P.C.
- b) Discuss and consider action on Resolution 2025-36 approving an agreement for auditing services with the audit firm Vail & Park, P.C. for Fiscal Year 2024-2025 and authorize the City Manager to execute the agreement
- c) Discuss and consider action on Resolution 2025-37, a resolution of the City of Forest Hill, Texas, approving the Second Amendment and Restatement of the Exclusive Franchise Agreement for the collection, Hauling and Disposal of Municipal Solid Waste with Waste Connections.
- d) Discuss and consider action Ordinance 2025-17, an ordinance of the City of Forest Hill, Texas, amending Chapter 6 "Fire Prevention and Protection" by repealing and replacing Section 6.01.001 "Number of Firefighters."
- e) Discuss and consider action on Resolution 2025-38, a resolution of the City of Forest Hill, Texas, amending the City's agreement for Adult Activity Center operations and congregate meals with Meals on Wheels of Tarrant County to provide for month-to-month terms commencing July 1, 2025.
- f) Discuss and consider action on Resolution 2025-39, a resolution of the City of Forest Hill, Texas, approving an agreement for the collection of taxes by the Tarrant County Assessor/Collector for tax years 2025 through 2027.

- g) Discuss and consider action on Resolution 2025-40, a resolution of the City of Forest Hill, Texas, approving a Memorandum of Understanding with Tarrant County regarding participation in Techshare Local Government Corporation's Techshare.Juvenile Program.
- h) Discuss and consider action on Resolution 2025-41, a resolution of the City of Forest Hill, Texas, authorizing the City Manager to enter into the Purdue Pharma Opioid Settlement and authorizing the submission of the subdivision participation and release form regarding the Purdue Pharma Settlement and full release of all claims.
- i) Discuss and consider action on Resolution 2025-42, a resolution of the City of Forest Hill, Texas, authorizing the City Manager to enter into the Opioid Settlement(s) with Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus and authorizing submission of the subdivision participation and release form regarding the settlement and full release of all claims.
- j) Discuss and consider approval of Resolution 2025-43, a resolution of the City of Forest Hill, Texas, approving and authorizing the City Manager to execute and submit the ballot indicating acceptance of the Thirteenth Amended Joint Chapter 11 Plan of Reorganization of Purdue Pharma LP and its Affiliated Debtors in Bankruptcy.
- k) Discuss and consider action on Resolution 2025-44, a resolution of the City of Forest Hill, Texas, amending the Purchasing Policy for the City of Forest Hill.
- l) Discuss and consider action on Resolution 2025-45, a resolution of the City of Forest Hill, Texas, amending the City Council Relations Policy and Code of Ethics.
- m) Submit the no-new-revenue and voter-approval tax rates to the City Council.
- n) Discuss and consider approval of Resolution 2025-46, a resolution of the City of Forest Hill, Texas, approving as the proposed Ad Valorem tax rate the tax rate of \$.0700439 for fiscal year 2026. (record vote)
- o) Discuss and reconsider the appointments of Mayor Pro Tem and Deputy Mayor Pro Tem made at the July 1, 2025 Council meeting.
- p) Discuss and consider approval of excusing the absence of Councilman Keith R. Smith from the June 10, 2025 meeting.
- q) Discuss and consider the approval of excusing the absence of Councilman Keith R. Smith from the July 1, 2025 meeting.
- r) Discuss coordinating City and Public Library events.
- s) Discuss Council Members and Staff communication protocols.
- t) Discuss and consider action to implement Communication system and updates for our City sirens.
- u) Discuss and consider action regarding processes of our Boards and commissions.
- v) Discuss and consider action reinstating out of state training and travel policy for all Council Members to include the Mayor not to exceed \$50,000 divided equally.
- w) Discuss and consider Ordinance 2025-18, an ordinance amending the Forest Hill Code of Ordinances Chapter 2 "Administration and Personnel, Article 2.02 "City Council," by amending section 2.02.001 "Meetings and work sessions."

9. Executive Session

- a) Pursuant to Texas Government Code Section 551.071, Consultation with the City Attorney to receive legal advice with regard to pending litigation, to wit:
1. Eddie Burns vs. City of Forest Hill, Civil Action No. 4:25-cv-00719Y in the U.S. District Court for the Northern District of Texas; Fort Worth Division.
 2. New Spirit of Prayer Ministries, Inc. v. City of Forest Hill, Civil Action NO. 4:25-00644P in the U.S. District Court for the Northern District of Texas, Fort Worth Division.
 3. Pursuant to Texas Government Code Section 551.071, Consultation with the City Attorney, to receive legal advice regarding Chapter 143 requirements related to meet and confer and related issues for City of Forest Hill Fire Fighters.

10. Next Meeting

- a) August 19, 2025

11. Adjournment

Right to Convene Into Executive Session:

*If during the course of the meeting and discussion of any items covered by this notice, City Council determines that a Closed or Executive session of the Council is required, then such closed meeting will be held as authorized by Texas Government Code, Chapter 551, Sections 551.071 – consultation with an attorney; 551.072 – deliberation regarding purchase, exchange, lease or value of real property; 551.073 – deliberation regarding a prospective gift; 551.074 – personnel matters regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; 551.076 – implementation of security personnel or devices; 551.087 – deliberation regarding economic development negotiation; 551.089 – deliberation regarding security devices or security audits; and/or other matters as authorized under the Texas Government Code. If a Closed or Executive session is held in accordance with the Texas Government Code as set out above, the City Council will reconvene in Open Session to take action, if necessary, on the items addressed in the Closed or Executive session.

Certificate

I, Venus M. Wehle, City Manager, do hereby certify that a copy of the August 5, 2025 City Council agenda was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the [City's website](#), in compliance with Chapter 551, Texas Government Code.

DATE OF POSTING: August 1, 2025

TIME OF POSTING: 5:00pm



Venus M. Wehle, PCED
City Manager

The Forest Hill City Hall and Council Chamber are wheelchair accessible. Access to the building and special parking is available at the Main Entrance at the north end of the building. Spanish language interpreters, deaf interpreters, Braille copies, or any other special needs will be provided to any person requesting a special service with at least 48 hours' notice. Please call the City Secretary's office at 817-568-3040.



Mayor and Council Communication Mayor and Council Reports Item 4a

DATE: August 5, 2025
FROM: Mayor Boardingham
ITEM: Report on Citizen Testimony from the July 1, 2025 Council meeting

BACKGROUND:

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS: N/A



**Mayor and Council
Communication
Mayor and Council Reports Item 4b**

DATE: August 5, 2025
FROM: Mayor Boardingham
ITEM: Report on Coffee & Iced Tea with the Mayor event held on July 22, 2025

BACKGROUND:

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS: N/A



**Mayor and Council
Communication
Mayor and Council Reports Item 4c**

DATE: August 5, 2025
FROM: Mayor Boardingham
ITEM: Report on Mayor's Back to School event held on July 31, 2025

BACKGROUND:

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS: N/A



Mayor and Council Communication

Mayor and Council Reports Item 4d

DATE: August 5, 2025
FROM: Mayor Boardingham
ITEM: Report on Trinity Metro Storytime Train

BACKGROUND:

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS: N/A



**Mayor and Council
Communication
Departmental Update Item 5a**

DATE: August 5, 2025
FROM: Venus M. Wehle, City Manager
ITEM: Introduction of new Public Works Supervisor, James Ranft

BACKGROUND:

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS: N/A



**Mayor and Council
Communication
Departmental Update Item 5b**

DATE: August 5, 2025
FROM: Venus M. Wehle, City Manager
ITEM: Report on donations for the Kerr County Flood Relief Fund

BACKGROUND:

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS: N/A



Mayor and Council Communication Departmental Update Item 5c

DATE: August 5, 2025
FROM: Venus M. Wehle, City Manager
ITEM: Report on Hispanic Heritage Month event

BACKGROUND:

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS: N/A



**Mayor and Council
Communication
Departmental Update Item 5d**

DATE: August 5, 2025
FROM: Venus M. Wehle, City Manager
ITEM: Report on Anglin Drive bridge demolition

BACKGROUND:

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS: N/A



Mayor and Council Communication

Public Hearing & Deliberation Item 7a

DATE: August 5, 2025

FROM: Venus M. Wehle, City Manager

ITEM: Case #PZ 2025-05 Public Hearing and Deliberation

BACKGROUND: See staff report

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS: N/A

MOTION:

Motion to approve or deny Ordinance 2025-16 amending the Forest Hill Code of Ordinances, as previously amended, by amending Chapter 9 “Planning and Development Regulations,” Article 0.02 “Zoning Ordinance,” at Division 2 “Definitions” by amending section 9.02.021 “Definitions” and at Division 4 “Schedule of Uses” by amending Section 9.02.081 “Uses” to add Funeral-related Accessories Retail Sales Establishments and allowing such uses in the Local Retail, General Business, Light Industrial, and Heavy Industrial Zoning Districts. The applicant is the TPH Group located at 4508 Forest Hill Circle, Forest Hill, Texas, 76140.



THE CITY OF FOREST HILL

OFFICE OF THE CITY MANAGER

STAFF REPORT

To: Mayor Boardingham and City Council members

From: Venus M. Wehle, PCED
City Manager

Subject: Request for New Use – to be added to the Zoning Ordinance

Date: August 5, 2025

The applicant, the TPH Group is requesting that a “new use” be added to the City of Forest Hill Zoning Ordinance to allow for a funeral home company to sell funeral related accessories.

As no such “use” is currently listed in the Zoning Ordinance for this type of retail establishment, staff has developed the following definition for the new use:

New Use: “Retail, Funeral-related accessories

Definition: Funeral home merchandise sales and services, including the sale of funeral-related accessories such as caskets, urns, flowers and headstones; also allows for the provision of pre-need or at-need funeral planning services. This use may also include office space for a funeral home. No on-site wakes, funerals, embalming, or cremation permitted. Outdoor storage, outside displays, or parking of funeral vehicles including trucks or trailers are prohibited at all times.”

The “use” would be allowed in the Local Retail, General Business, Light Industrial, and Heavy Industrial zoning districts.

The case will be heard by the Planning and Zoning Commission on Monday, August 4, 2025. Chair Berniece Taylor-Johnson will be present at the City Council meeting to present the Commission’s recommendation.

CITY OF FOREST HILL, TEXAS

ORDINANCE NO. 2025-16

AN ORDINANCE OF THE CITY OF FOREST HILL, TEXAS, AMENDING THE FOREST HILL CODE OF ORDINANCES, AS AMENDED, BY AMENDING CHAPTER 9 "PLANNING AND DEVELOPMENT REGULATIONS", ARTICLE 9.02 "ZONING ORDINANCE", AT DIVISION 2 "DEFINITIONS" BY AMENDING SECTION 9.02.021 "DEFINITIONS" AND AT DIVISION 4 "SCHEDULE OF USES" BY AMENDING SECTION 9.02.081 "USES" TO ADD FUNERAL-RELATED ACCESSORIES RETAIL SALES ESTABLISHMENTS, ALLOWING SUCH USE IN THE LOCAL RETAIL, GENERAL BUSINESS, LIGHT INDUSTRIAL, AND HEAVY INDUSTRIAL ZONING DISTRICTS; PROVIDING A CONFLICTS RESOLUTION CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND (\$2,000.00) DOLLARS FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission and the governing body of the City of Forest Hill, Texas, in compliance with the laws of the State of Texas and the Ordinances of the City of Forest Hill, Texas, have given the requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all persons interested and in the exercise of its legislative discretion, the City Council has concluded that the Code of Ordinances of the City of Forest Hill, Texas, as previously amended, should be further amended as set forth below.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FOREST HILL, TEXAS, THAT:

SECTION 1. The City of Forest Hill Code of Ordinances, as heretofore amended, is hereby amended by amending Chapter 9 "Planning and Development Regulations," Article 9.02 "Zoning Ordinance," Division 2 "Definitions" by amending Section 9.02.021 "Definitions" to add a definitions for "Retail, Funeral-related accessories," to appear alphabetically in the listing of definitions provided in that section and to read, in its entirety as follows:

“§ 9.02.021 Definitions

...

Retail, Funeral-related accessories means Funeral home merchandise sales and services, including the sale of funeral-related accessories such as caskets, urns, flowers and headstones; also allows for the provision of pre-need or at need funeral planning services. This use may also include office space for a funeral home. No on-site wakes, funerals, embalming, or cremation permitted. Outdoor storage, outside displays, or parking of funeral vehicles including trucks or trailers are prohibited at all times.

....”

SECTION 2. The City of Forest Hill Code of Ordinances, as amended, is hereby amended by amending Chapter 9 “Planning and Development Regulations,” Article 9.02 “Zoning Ordinance,” Division 4 “Schedule of Uses,” by amending Section 9.02.081 “Uses” to add, under “Commercial Uses,” the use “Retail, Funeral-related accessories,” to appear alphabetically in the listing of Commercial Uses and to be allowed in Local Retail, General Business, Light Industrial and Heavy Industrial Districts.

SECTION 3. In the event of an irreconcilable conflict between the provisions of another previously adopted ordinance of the City of Forest Hill and the provisions of this Ordinance, the provisions of this Ordinance shall be controlling.

SECTION 4. Should any word, sentence, paragraph, subdivision, clause, phrase or section of this ordinance, as amended hereby, be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said ordinance, or the Forest Hill Code of Ordinances, as amended hereby, which shall remain in full force and effect.

SECTION 5. An offense committed before the effective date of this Ordinance is governed by prior law and the provisions of the Forest Hill Code of Ordinances, as amended, in effect when the offense was committed, and the former law is continued in effect for this purpose.

SECTION 6. Any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be subject to the same penalty as provided for in the Forest Hill Code of Ordinances, as amended, and upon conviction shall be punished by a fine not to exceed the sum of Two Thousand Dollars (\$2,000) for each offense, and each and every day such violation shall continue shall be deemed to constitute a separate offense.

SECTION 7. This ordinance shall take effect immediately from and after its passage and publication in accordance with its provisions of the Charter of the City of Forest Hill, and it is accordingly so ordained.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FOREST HILL, TEXAS, ON THIS THE _____ DAY OF _____, 2025.

APPROVED:

STEPHANIE BOARDINGHAM, MAYOR

ATTEST:

Amy Anderson, City Secretary, TRMC, CMC

APPROVED AS TO FORM:

Courtney Goodman-Morris,
Assistant City Attorney
4907-7015-0738, v. 1

**PLANNING & ZONING COMMISSION
PETITION FOR CLASSIFICATION OF NEW & UNLISTED USES**

3219 California Parkway, Forest Hill, TX 76119

Phone (817) 806-4561

Email: permits@foresthilltx.org



Form must be completed in ink or typed.

Fee: \$150.00

ZONING CASE # 2505-05
***to be completed by city staff**

DATE: May 2, 2025

Planning & Zoning Commission
City Council
City of Forest Hill
Forest Hill, TX 76119

Honorable Mayor, Members of the City Council, and Planning & Zoning Commissioners:
You are hereby respectfully requested to review the following request for a classification of new and unlisted use to the Schedule of Uses as listed in the Zoning Ordinance.

Proposed New or Unlisted Use: Funeral accessories, Counseling Families

Address of the property for the new use: 4508 Forest Hill Cir

Legal Description: Shelby County School Land Surv Abstract 1375
Tract 42001

Present use of the property: Office Building

Current Zoning for the property: Local Retail

Applicant's Name: Major Williams, Michael Williams, TPH Group

Address: 4508 Forest Hill Cir

Telephone Number: 817-608-0123 (Cell) 817-495-2981

Property Owner's Name: Major Williams

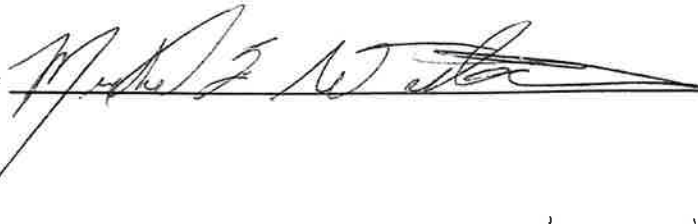
Address: 2701 S. Great Southwest PKwy Ste 2731
Grand Prairie, Tx 75052

Telephone Number: 817-608-0123

Brief explanation of the proposed use:

The building is a building for selling funeral accessories, caskets, urns, Flowers, and headstones with our catalog. We will have a showroom which will display the items listed above.

Applicant Signature



Funeral Arrangements - As we counsel families during their time of bereavement. We collect data to file the death Certificate, discuss interment options, and provide a contract of goods and services



New important information concerning MINERAL interest accounts

Account: 04154932

Address: 4508 FOREST HILL CIR

[Export Property Page](#)

Location



This map, content, and location of property is provided by Google Services.

Address: 4508 FOREST HILL CIR

City: FOREST HILL

Georeference: A1375-42D01

Subdivision: SHELBY COUNTY SCHOOL LAND SURV

Neighborhood Code: Day Care General

Latitude: 32.6596608065
Longitude: -97.2581898272
TAD Map: 2072-360
MAPSCO: TAR-093W

Property Data

Legal Description: SHELBY COUNTY SCHOOL LAND SURV
Abstract 1375 Tract 42D01

Jurisdictions:

CITY OF FOREST HILL (010)
TARRANT COUNTY (220)
TARRANT COUNTY HOSPITAL (224)
TARRANT COUNTY COLLEGE (225)
FORT WORTH ISD (905)

State Code: F1

Year Built: 1980

Personal Property Account: N/A

Agent: None

Site Number: 80863769

Site Name: AMBITIOUS MINDS DAYCARE

Site Class: DayCare - Day Care Center

Parcels: 2

Primary Building Name: AMBITIOUS MINDS DAYCARE / 04154932

Primary Building Type: Commercial

Gross Building Area⁺⁺⁺: 2,945

Net Leasable Area⁺⁺⁺: 2,945

Percent Complete: 100%

Land Sqft^{*}: 43,560

Land Acres^{*}: 1.0000

Pool: N

Notice Sent Date: 5/1/2025

Notice Value: \$273,876

Protest Deadline Date: 6/2/2025

+++ Rounded.

* This represents one of a hierarchy of possible values ranked in the following order: Recorded, Computed, System, Calculated.

Property Documents

Documents

2025 Documents

Value Notice 2025-05-01

2024 Documents

Show Documents

Owner Information

Current Owner:

TPH GROUP INC

Primary Owner Address:

2731 S GREAT SW PKWY
GRAND PRAIRIE, TX 75052

Deed Date: 5/14/2021

Deed Volume:

Deed Page:

Instrument: D221138860

Previous Owners:

Name
JOHNSON DELORIS

Date
11/14/2002

Instrument
<u>D202335537</u>

Deed Volumne

0000000

Deed Page

0000000

Name

BANK ONE NA

Date

12/4/2001

Instrument

D202335535

Deed Volumne

0000000

Deed Page

0000000

Name

PRICE RON

Date

2/3/2000

Instrument

00142260000383

Deed Volumne

0014226

Deed Page

0000383

Name

ENTERPRISES INC

Date

12/22/1999

Instrument

00141720000531

Deed Volumne

0014172

Deed Page

0000531

Name

PRICE RON

Date

11/9/1999

Instrument

00141230000184

Deed Volumne

0014123

Deed Page

0000184

Name

ELLISON CECILIA;ELLISON JIMMIE

Date

12/6/1995

Instrument

00121910002257

Deed Volumne

0012191

Deed Page

0002257

Name

OWEN TED

Date

12/31/1900

Instrument

00107610002256

Deed Volumne

0010761

Deed Page

0002256

\$ Values

This information is intended for reference only and is subject to change. It may not accurately reflect the complete status of the account as actually carried in TAD's database. [Tarrant County Tax Office Account Information](#).

Year

2025

Improvement Market

\$186,756

Land Market

\$87,120

Total Market

\$273,876

Total Appraised+

\$273,876

Year

2024

Improvement Market

\$183,310

Land Market

\$87,120

Total Market

\$270,430

Total Appraised+

\$270,430

Year

2023

Improvement Market

\$142,590

Land Market

\$87,120

Total Market

\$229,710

Total Appraised+

\$229,710

Year

2022

Improvement Market

\$224,299

Land Market

\$13,068

Total Market

\$237,367

Total Appraised+

\$237,367

Year

2021

Improvement Market

\$217,319

Land Market

\$13,068

Total Market

\$230,387

Total Appraised+

\$230,387

Year

2020

Improvement Market

\$217,319

Land Market

\$13,068

Total Market

\$230,387

Total Appraised+

\$230,387

Pending indicates that the property record has not yet been completed for the indicated tax year.

+ Appraised value may be less than market value due to state-mandated limitations of value increases.

 Exemptions / Special Appraisal

There are no exemptions for this property

Per Texas Property Tax Code Section 25.027, this website does not include exemption information indicating that a property owner is 65 years of age or older for unauthorized individuals.

QUICK LINKS

[Home](#)
[My Dashboard](#)
[Create Account](#)

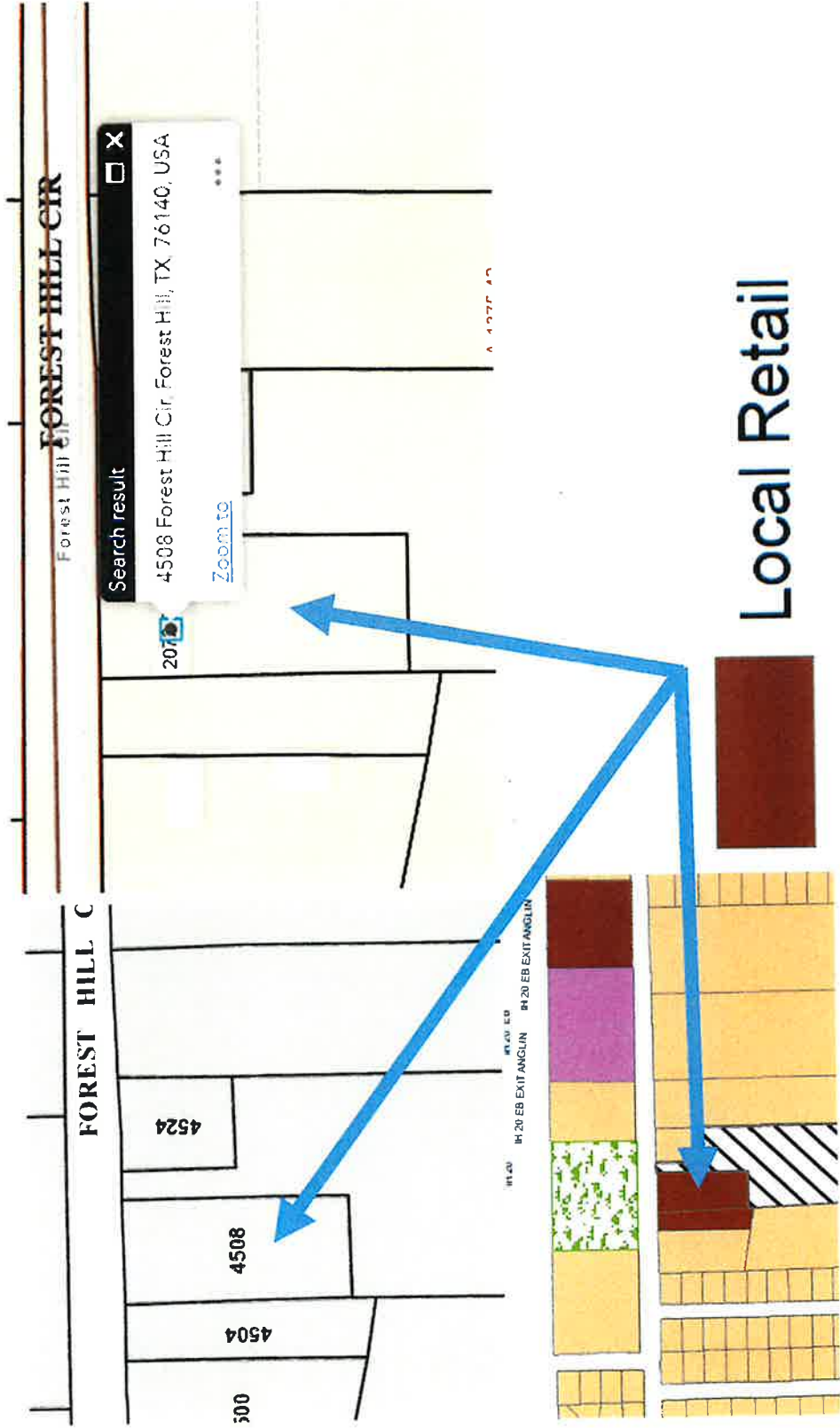
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4508 Forest Hill Circle, Forest Hill, Texas, 76140



RETAIL AND PERSONAL USES	R1	R2	R3	R4	2F	MF	LR	GB	LI	HI	PD	DEFINITION
Animal Grooming							X	X	X	X	X	An establishment that offers to the general public the service of animal grooming for domestic pets. No boarding or medical care is provided.
Apparel Alteration and Repair or Tailor Shop							X	X	X	X	X	An establishment offering individual alteration, repair, or creation of clothing apparel to the public.
Art Gallery or Museum							X	X	X	X	X	An establishment exhibiting articles or art, which are for sale, such as paintings, sculptures, etc.
Arts, Crafts, and Hobby Shop							X	X	X	X	X	An establishment offering for sale those items commonly associated with hobbies, including display areas for hobbies. This shall include but is not limited to art supplies, ceramics, sewing supplies, craft supplies, plaster working supplies, scrapbooking items, flower arranging items, etc.
Bank							X	X	X	X	X	An establishment for receiving or lending money, various other financial services may be offered, usually regulated by the Federal Reserve Board, insured by FDIC.
Barber Shop or Beauty Salon							X	X	X	X	X	An establishment which provides personal services including haircuts, perms, color treatments, manicures, pedicures, and other personal beauty services staffed by licensed persons.
Child Care Center or Facility							X	X	X	X	X	A facility that provides care or supervision for children who are not related by blood, marriage, or adoption to the owner or operator of the facility for less than twenty-four (24) hours a day for more than twelve (12) children under the age of fourteen (14), whether or not the facility is operated for profit or charges for the services it offers.
Child Care Home Occupation	X	X	X	X								The use of a single-family home for the purpose of caring for more than three but not exceeding 12 children, other than the caregivers own.
Cosmetic Tattoo Establishment							S	X	X	X	S	An establishment where trained personnel apply microinjections of pigment to the dermal layer of skin such that facial cosmetics are applied on a permanent basis. This does not include a tattoo parlor.
Counseling Facility							X	X	X	X	X	A place where one can go to discuss problems, be given advisement, and plan resolutions, often in a clinical atmosphere.
Day Camp for Children						S	S	X	X		X	A facility and activity conducted on a temporary basis for the organized recreation and instruction of children including, but not limited to, outdoor activities in conformance with state regulations and license provisions.
Day Care Center, Adult	S	S	S	S	S	S	S	X	X	S	S	An agency at which six or more disabled or elderly adults not related to the proprietor, are left for care for a part of the 24 hours of the day.
Funeral-related Accessories (retail)							X	X	X	X		Funeral home merchandise sales and services, including the sale of funeral-related accessories such as caskets, urns, flowers and headstones; also allows for the provision of pre-need or at-need funeral planning services. This use may also include office space for a funeral home. No on-site wakes, funerals, embalming, or cremation permitted. Outdoor storage, outside displays, or parking of funeral vehicles including trucks or trailers are prohibited at all times.
Gymnasium							S	X	X			A building or room used for physical education and sports, which may be equipped with gymnastic or other sports-related equipment, and that may have seating in which spectators may view sports activities.
Health and Fitness Center							X	X	X		X	An indoor facility including uses such as game courts, exercise equipment, locker rooms, Jacuzzis, and/or sauna and pro shop, gymnasiums, private clubs (athletic, health, or recreational), reducing salons, and weight control establishments. Also may offer classes for exercise, dance, self-defense, and martial arts.
Health Clinic							X	X	X	X	X	A public or private, profit or nonprofit facility for the reception and treatment of outpatient persons physically or mentally ill, injured, handicapped, or otherwise in need of physical or mental diagnosis, treatment, care, or similar service.



July 14, 2025

Mr. John Bondurant Jr.
Commercial Recorder
ATTN: Legal Notices – via email: recorder@flash.net

Dear Mr. Bondurant:

Please publish the following Legal Notice in the **Friday, July 18, 2025** issue of the *COMMERCIAL RECORDER*. This notice will run for one day only. The invoice may be sent to the City of Forest Hill Planning Department for processing at 3219 California Parkway, Forest Hill, TX 76119.

Legal Notice
Notice of Public Hearings

The Forest Hill Planning and Zoning Commission will hold a public hearing on **Monday, August 4, 2025**, at 6:00 p.m. in the Forest Hill Council Chambers located at 3219 California Parkway, Forest Hill, TX 76119. The Forest Hill City Council will conduct a second public hearing on these matters on **Tuesday, August 5, 2025**, at 6:00 p.m. in the Forest Hill Council Chambers located at 3219 California Parkway, Forest Hill, TX 76119. Any interested person will be allowed to appear and speak at the public hearing. The Planning and Zoning Commission is a recommending body only. The City Council is authorized to approve or deny the request. A copy of the Zoning Ordinance and the proposed changes are available for viewing at the Forest Hill City Hall in the Planning Office located at 3219 California Parkway, Forest Hill, TX 76119. Any other information may be obtained by calling the City of Forest Hill at 817-568-3009.

Case # PZ 2025-05

To receive citizen's comments regarding a request amending the Forest Hill Code of Ordinances, as previously amended, by amending Chapter 9 "Planning and Development Regulations," Article 0.02 "Zoning Ordinance," at Division 2 "Definitions" by amending section 9.02.021 "Definitions" and at Division 4 "Schedule of Uses" by amending Section 9.02.081 "Uses" to add Funeral-related Accessories Retail Sales Establishments and allowing such uses in the Local Retail, General Business, Light Industrial, and Heavy Industrial Zoning Districts. The applicant is the TPH Group located at 4508 Forest Hill Circle, Forest Hill, Texas, 76140.

If you have any questions, please contact Venus Wehle at 817-568-3009. Thank you.

Venus M. Wehle, PCED

Venus M. Wehle, PCED
City Manager
City Planner
vwehle@foresthilltx.org/817-568-3009

Commercial RECORDER

Court and Commercial Daily

— ESTABLISHED 1903 —

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SPCA of Texas Receives

\$175,000 Grant from The C. Albert Tatum

III and The Louis B. and Mary Ratliff

Animal Welfare Fund at The Dallas

Foundation to Support In-Shelter Animal

Care, Transport and a Healthier Future

Grant to Help Provide Physical and Behavioral Health Care

and to Enhance Pet Transports to Other

Shelters/Rescues to Create Successful Adoptions

(DALLAS, TX) — The SPCA of The Dallas Foundation for their providing every animal exceptional care and a loving home. To learn more about the SPCA of Texas, visit spca.org.

The SPCA of Texas works to help support families of all sizes keep the next 12 months to help support families of all sizes keep

An Accident Full of Miracles

by Daris Howard

Although it is usually hard to find a silver lining in an auto accident, I was recently involved in one that had many.

I was on my way home in the southbound lane, coming to an overpass. For some reason, I moved to the left lane, though I can't remember why. Perhaps I saw a car coming up the on-ramp. I had barely passed the top of the overpass when it looked like there was an explosion in the northbound lane, the teenagers and sent them flying across the median, that car took off. But the video showed the teenager's car had been weaving erratically, so his wife had filmed them. After they hit the car, including the license plate.

Meanwhile, a witness from the northbound lane told the police officer that the car that first hit the teenager's car had been weaving erratically, so his wife had filmed them. After they hit the car, including the license plate.

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Mayor and Council Communication Deliberation Item 8a

DATE: August 5, 2025

FROM: Venus M. Wehle, City Manager

ITEM: Discuss and consider approval of the Audit Report for FY2024 by Vail & Park, P.C.

BACKGROUND: See staff report; the full report will be provided at the Council meeting.

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS: N/A

MOTION:

Motion to approve or deny the Audit Report for the Fiscal Year 2023-2024 by Vail & Park, P.C.



THE CITY OF FOREST HILL

OFFICE OF THE
CITY MANAGER

STAFF REPORT

To: Honorable Mayor Boardingham and City Council members

From: Venus M. Wehle, PCED
City Manager

Subject: Annual Financial Report for year ending September 30, 2024

Date: August 5, 2025

As required by the City of Forest Hill Home Rule Charter, Article VI "Financial Procedures, Section 6.10 Independent Annual Audit," presented to the Council tonight is the Annual Financial Report for the year ending September 30, 2024.

Prepared by the firm Vail & Park, P.C., the independent auditor's report offers the opinion that the "financial statements (as included in the report) present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Forest Hill, Texas, as of September 30, 2024, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America."

An audit firm representative and the City's Finance Director Sharon Jungman will be available to answer any questions.



Mayor and Council Communication Deliberation Item 8b

DATE: August 5, 2025

FROM: Venus M. Wehle, City Manager

ITEM: Discuss and consider action on Resolution 2025-36 approving an agreement for auditing services with the audit firm Vail & Park, P.C. for Fiscal Year 2024-2025 and

BACKGROUND: See staff report. The engagement letter will be provided at the Council meeting.

FISCAL IMPACT: \$48,300

LEGAL REVIEW: N/A

ATTACHMENTS: N/A

MOTION:

Motion to approve or deny Resolution 2025-36, approving an agreement for auditing services with the audit firm Vail & Park, P.C. for Fiscal Year 2024-2025 and authorize the City Manager to execute the agreement.



THE CITY OF FOREST HILL

OFFICE OF THE
CITY MANAGER

STAFF REPORT

To: Honorable Mayor Boardingham and City Councilmembers

From: Venus M. Wehle, PCED
City Manager

Subject: Approval of auditing firm to conduct FY 2025 Audit

Date: August 5, 2025

Texas Local Government Code Chapter 2254, "Professional and Consulting Services" allows that a governmental entity may select a provider of professional services, such as an accounting or Certified Public Accounting (CPA) firm on the basis of demonstrated competence and qualifications to perform the services.

Vail & Park, P.C. was chosen to complete the audit for the City of Forest Hill for FY 2024 and successfully completed the task to the satisfaction of City Administration and the Finance Department. Staff is recommending the approval of this firm to conduct the audit for FY 2025.

This would be the fourth year the City will utilize the services of Vail & Park, P.C. for our annual audit services.

CITY OF FOREST HILL, TEXAS

RESOLUTION NO. 2025-36

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOREST HILL, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT, BY AND BETWEEN THE CITY OF FOREST HILL AND VAIL & PARK, P.C. TO PROVIDE AUDITING SERVICES FOR THE CITY'S FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2025; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is the responsibility of the City of Forest Hill to maintain its finances in conformity with generally accepted accounting principles in order to conduct City business in a fair and business-type manner; and

WHEREAS, the City Council for the City of Forest Hill desires to secure professional auditing services for the City's financial statements; and

WHEREAS, the City Council of the City of Forest Hill has been presented with a proposed Agreement between the City of Forest Hill and Vail & Park, P.C. (the "Agreement") to provide auditing services for the City's financial statements for the fiscal year ending September 30, 2025; and

WHEREAS, upon full review and consideration of the Agreement and all matters related thereto, the City Council is of the opinion and finds that the terms and conditions thereof should be approved, and that the City Manager should be authorized to execute the Agreement on behalf of the City of Forest Hill, Texas.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FOREST HILL, TEXAS, THAT:

SECTION 1. The Agreement for Audit Services for the fiscal year ending September 30, 2025 with Vail & Park, P.C., attached hereto and incorporated herein by this reference as Exhibit "A" is hereby approved and the City Manager is hereby authorized to execute the Agreement, in substantially the form of Exhibit "A," on behalf of the city.

SECTION 2. This Resolution shall take effect immediately from and after its passage, and it is accordingly so resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Forest Hill, Texas,
this the _____ day of August, 2025.

CITY OF FOREST HILL, TEXAS

Stephanie Boardingham, Mayor

ATTEST:

Amy Anderson, City Secretary

APPROVED AS TO FORM:

Courtney Goodman-Morris
Assistant City Attorney

EXHIBIT “A”
(Agreement with Vail & Park, PC)

4906-1172-2072, v. 1



AUDIT TAX ADVISORY

Michael G. Vail, CPA
Charlie S. Park, CPA
Matt P. Chen, CPA
Tung V. Pham, CPA

Charles T. Gregg, CPA
Don E. Graves, CPA
Susan K. LaFollett, CPA
Steven R. Huber, CPA
Leslie L. Henson, CPA

Memberships:

American Institute of CPAs (AICPA)
AICPA Governmental Audit Quality Center (GAQC)
AICPA Employee Benefit Plan Audit Quality Center (EBPAQC)
AICPA Private Companies Practice Section (PCPS)
Texas Society of CPAs (TXCPA)
Public Company Accounting Oversight Board (PCAOB)

July 30, 2025

To the Honorable Mayor and Members of the City Council

City of Forest Hill, Texas
3219 California Parkway
Forest Hill, TX 76119

We are pleased to confirm our understanding of the services we are to provide City of Forest Hill, Texas (the "City") for the year ended September 30, 2025.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements of the City as of and for the year ended September 30, 2025. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Schedule of Changes in Net Pension Liability and Related Ratios
- 3) Schedule of Contributions – Last Ten Fiscal Years
- 4) Schedule of Changes in Total OPEB Liability and Related Ratios
- 5) Budgetary Comparison Information – General Fund

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements:

- 1) Budgetary Comparison Schedules
 - a) Motel Tax Fund
 - b) Community Development Corporation Fund
 - c) Enterprise Fund
- 2) Combining Nonmajor Fund Financial Statements
 - a) Combining Balance Sheet
 - b) Combining Statement of Revenues, and Changes in Fund Balances

Irving, TX (main office):

500 State Highway 121, Suite 410, Frisco, TX 75035
Phone: 972-234-3333 Fax: 972-234-3331

Dallas, TX:

9330 Lyndon B Johnson Freeway, Suite 280, Dallas, TX 75243
Office: 972-840-1516 Fax: 972-271-6778

Tom Bean, TX:

118 W Cotton Belt Road, Tom Bean, TX 75489
Office: 903-546-6975 Fax: 903-546-6017

www.vailcpas.com

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

The objectives also include reporting on internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of your accounting records of the City and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities

by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement and they may bill you for responding to this inquiry.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with accounting principles generally accepted in the United States of America, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us; for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for the 12 months after the financial statements date or shortly thereafter (for example, within an additional three months if currently known). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other

matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and *Government Auditing Standards*.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, or contracts or grant agreements that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

With regard to publishing the financial statements on your website, you understand that websites are a means of distributing information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information on the website with the original document.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Other Services

We will also assist in preparing the financial statements and related notes of the City in conformity with accounting principles generally accepted in the United States of America based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities relating to the financial statements, related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior

management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

As an attest client, Vail & Park, P.C. cannot retain your documents on your behalf. This is in accordance with the ET 1.295.143 of the *AICPA Code of Professional Conduct*. The City is responsible for maintaining its own data and records.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing. We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If, for whatever reason, your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

We will request documentation required for the engagement through Audit Dashboard, and you will be required to upload this documentation electronically to Audit Dashboard. We will only begin fieldwork on the engagement after at least eighty percent of the requested items have been uploaded and the retainer fee has been paid according to the Tentative Audit and Fee Schedule in Exhibit 1 (attached). If the requested items are not received by the deadline specified within Audit Dashboard, the Tentative Audit and Fee Schedule in Exhibit 1 (attached) will be subject to change based on the engagement team's availability. This could also result in an increase in fees over our original fee estimate and/or a delay of the issuance of the report.

The audit documentation for this engagement is the property of Vail & Park, P.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Regulator or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for the purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Vail & Park, P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Regulator. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Mike Vail, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. To ensure that Vail & Park, P.C.'s independence is not impaired under the *AICPA Code of Professional Conduct*, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel. We expect to begin our audit on approximately November 3, 2025, and to issue our reports and conclude and present all audit and nonaudit responsibilities (including but not limited to financial statements) no later than March 27, 2026. Our audit engagement ends on delivery of our audit report, including financial statements. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

Our fee for these services will be at our standard hourly rates. We estimate that our fees for the audit and other services will be \$46,000. Additionally, you will be billed a technology fee of \$2,300 (equivalent to 5% of the total

fees only) to cover certain support costs associated with our services. You will also be billed separately for out-of-pocket costs, such as report reproduction, word processing, postage, travel, copies, telephone, confirmation service provider fees, etc. These fees do not include the additional fee of \$15,000 that will apply if Single Audit procedures under Uniform Guidance are required. If any non-attest services are required in addition to preparing the financial statements and related notes of the City as stated above, you will be billed at our standard hourly rates for those additional services. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered according to the Tentative Audit and Fee Schedule in Exhibit 1 (attached) and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Reporting

We will issue a written report upon completion of our audit of the City's financial statements. Our report will be addressed to the Honorable Mayor and Members of the City Council of the City. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance.

If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will state (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The report will also state that the report is not suitable for any other purpose. If during our audit we become aware that the City is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

You have requested that we provide you with a copy of our most recent external peer review report and any subsequent reports received during the contract period. Accordingly, our 2024 peer review report accompanies this letter.

We appreciate the opportunity to be of service to the City and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us. When executed by the parties' duly authorized representatives, this shall constitute the Agreement of the parties for provision of audit services, effective as of the date first signed by all the parties.

Very truly yours,

Vail + Park, P.C.

RESPONSE:

This letter correctly sets forth the understanding of City of Forest Hill, Texas.

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____

Exhibit 1

City of Forest Hill, Texas

Tentative Audit and Fee Schedule

For the year ended September 30, 2025

<u>Phase</u>	<u>Estimated Start Date</u>	<u>Estimated Completion Date</u>	<u>Associated Fee</u>
Retainer			\$23,000
1 – Planning, risk control, and internal control documentation procedures	Monday November 3, 2025	Thursday November 6, 2025	-
2 – Confirmation selection and mailing	Friday November 7, 2025	Friday November 7, 2025	-
3 – Deadline to upload at least 80% of the requested documentation to Audit Dashboard	Friday January 9, 2026	Friday January 9, 2026	-
4 – Audit fieldwork	Monday January 26, 2026	Friday February 6, 2026	-
5 – Report preparation	Monday March 2, 2026	Friday March 13, 2026	-
6 – Report tie-out and GAAP Disclosure Checklist	Wednesday March 18, 2026	Friday March 20, 2026	-
7 – Report issuance	Friday March 27, 2026	Friday March 27, 2026	\$25,300
8 – Presentation of audit results to the Honorable Mayor and Members of the City Council	TBD	TBD	-



Mayor and Council Communication Deliberation Item 8c

DATE: August 5, 2025

FROM: Venus M. Wehle, City Manager

ITEM: Discuss and consider action on Resolution 2025-37, a resolution of the City of Forest Hill, Texas, approving the Second Amendment and Restatement of the Exclusive Franchise Agreement for the collection, Hauling and Disposal of Municipal Solid Waste with Waste Connections.

BACKGROUND: See staff report

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS: N/A

MOTION:

Motion to approve or deny Resolution 2025-37, a resolution of the City of Forest Hill, Texas, approving the Second Amendment and Restatement of the Exclusive Franchise Agreement for the collection, Hauling and Disposal of Municipal Solid Waste with Waste Connections.



THE CITY OF FOREST HILL

OFFICE OF THE
CITY MANAGER

STAFF REPORT

To: Honorable Mayor Boardingham and City Council members

From: Venus M. Wehle, PCED

Subject: Waste Connections of Texas – Second Amendment and Reinstatement of the Exclusive Franchise Agreement for the Collection, Hauling and Disposal of Municipal Solid Waste

Date: August 5, 2025

The City of Forest Hill has had a long-standing partnership with Waste Connections for municipal waste and recycling hauling services. Amendments to the current contract will be presented to the City Council by District Manager Abel Moreno, Jr. at the meeting.

As well, the Second Amendment agreement document will be provided at the Dias.

CITY OF FOREST HILL, TEXAS

RESOLUTION NO. 2025-37

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOREST HILL, TEXAS, APPROVING THE SECOND AMENDMENT AND RESTATEMENT OF THE EXCLUSIVE FRANCHISE AGREEMENT FOR THE COLLECTION, HAULING AND DISPOSAL OF MUNICIPAL SOLID WASTE AND CONSTRUCTION AND DEMOLITION WASTE IN THE CITY OF FOREST HILL, TEXAS BETWEEN THE CITY OF FOREST HILL AND WASTE CONNECTIONS LONE STAR, INC.; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Forest Hill and Progressive Waste Solutions of TX, Inc. entered into an Exclusive Franchise Agreement for the Collection, Hauling and Disposal of Municipal Solid Waste and Construction and Demolition Waste in the City of Forest Hill, Texas on March 1, 2013 (the "Agreement"); and

WHEREAS, thereafter on June 18, 2018, Progressive Waste Solutions of TX, Inc. duly and legally changed its corporate name to Waste Connections Lone Star, Inc. ("Waste Connections") as reflected in the records of the Texas Secretary of State; and

WHEREAS, the parties thereafter entered into a First Amendment to the Agreement effective March 1, 2023; and

WHEREAS, the parties' representatives have now negotiated a Second Amendment to the Agreement, attached hereto; and

WHEREAS, upon full review and consideration of the Second Amendment to and Restatement of the Agreement and all matters related thereto, the City Council is of the opinion and finds that the terms and conditions thereof should be approved, and that the City Manager should be authorized to execute the Second Amendment on behalf of the City of Forest Hill, Texas;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FOREST HILL, TEXAS THAT:

SECTION 1. The Second Amendment to and Restatement of the Exclusive Franchise Agreement for the Collection, Hauling and Disposal of Municipal Solid Waste and Construction and Demolition Waste in the City of Forest Hill Texas between the City of Forest Hill and Waste Connections Lone Star, Inc., attached hereto and incorporated herein by this reference as Exhibit "1", is hereby approved and the City Manager is hereby authorized to execute such Second Amendment on behalf of the City.

SECTION 2. This Resolution shall be in full force and effect from and after its passage.

READ, CONSIDERED, PASSED AND ADOPTED by the City Council of Forest Hill at a regular meeting on the 5th day of August, 2025, at which a quorum was present, and for which due notice was given pursuant to the Texas Government Code.

APPROVED:

Stephanie Boardingham, Mayor

Attest:

Amy Anderson, City Secretary

Approved as to Form:

Courtney Goodman-Morris, Asst. City Attorney

EXHIBIT “1”

[Second Amendment to and Restatement of the Exclusive Franchise Agreement with
Waste Connections]

4919-5225-8392, v. 1



Mayor and Council Communication Deliberation Item 8d

DATE: August 5, 2025

FROM: Venus M. Wehle, City Manager

ITEM: Discuss and consider action on Ordinance 2025-17, an ordinance of the City of Forest Hill, Texas, amending Chapter 6 "Fire Prevention and Protection" by repealing and replacing Section 6.01.001 "Number of Firefighters."

BACKGROUND: See staff report

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS: N/A

MOTION:

Motion to approve or deny Ordinance 2025-17, an ordinance of the City of Forest Hill, Texas, amending Chapter 6 "Fire Prevention and Protection" by repealing and replacing Section 6.01.001 "Number of Firefighters."



THE CITY OF FOREST HILL

OFFICE OF THE
CITY MANAGER

STAFF REPORT

To: Honorable Mayor Boardingham and Forest Hill City Council members

From: Venus M. Wehle, PCED
City Manager

Subject: Amendment to "Fire Prevention and Protection General Provisions- Number of Firefighters" ordinance

Date: August 5, 2025

In the best interest of the City and for the benefit of our citizens and business community, an amendment to the Code of Ordinances, "Fire Prevention and Protection" is being presented. Currently, the ordinance allows for the following staffing under the leadership of the Fire Chief, who also serves as the City's Fire Marshal and Emergency Management Coordinator:

- (1 position) Battalion Chief (appointed)
- (3 positions) Lieutenant
- (3 positions) Engineer
- (9 positions) Firefighter

Suggested changes to the classifications of the Fire Department will include eliminating the Battalion Chief position as all Lieutenants have not expressed interest in the accepting position. This change will allow the City Manager, Human Resources/Civil Service Director and Fire Chief to research the possibilities for positions within the department, following Chapter 143 Civil Service guidelines, current state fire protocols, certifications required for the safe operations of the division, and available city funding in the upcoming fiscal year. With this amendment, the classifications will change as follows:

- (3 positions) Lieutenant
- (3 positions) Engineer
- (9 positions) Firefighter

No employee will lose their position in the Fire Department with this amendment.

CITY OF FOREST HILL

ORDINANCE NO. 2025-17

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FOREST HILL, TEXAS, CHAPTER 6 “FIRE PREVENTION AND PROTECTION”, ARTICLE 6.01 “GENERAL PROVISIONS”, BY REPEALING AND REPLACING IN ITS ENTIRETY SECTION 6.01.001 “NUMBER OF FIREFIGHTERS”; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, pursuant to the authority granted by Texas. Local Government Code section 143.021, the City Council of the City of Forest Hill has determined that it is in the best interest of the City and serves the general welfare of the citizens to amend the Code of Ordinances establishing the classification and prescribing the number of positions in each classification for all fire fighters.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FOREST HILL, TEXAS:

SECTION 1: That the Code of Ordinances of the City of Forest Hill, Texas is hereby amended at Chapter 6 “Fire Prevention and Protection”, Article 6.01 “Number of firefighters”, by repealing and replacing in its entirety section 6.01.001 to read as follows:

“CHAPTER 6 FIRE PREVENTION AND PROTECTION

ARTICLE 6.01 GENERAL PROVISIONS

Sec 6.01.001 Number of firefighters

The following shall be the number of firefighters in addition to the fire chief for each classification within the city:

Firefighter Position	Number
Lieutenant	3
Engineer	3
Firefighter	9

“

SECTION 2: All ordinances, orders, or resolutions heretofore pass and adopted by the City Council of the City of Forest Hill, Tarrant County, Texas are hereby repealed to the extent that said ordinances, orders, or resolutions, or parts thereof, are in conflict herewith.

SECTION 3: Should any word, sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said ordinance, which shall remain in full force and effect.

SECTION 5. This ordinance shall be effective from and after its passage and the publication of the caption, as the law in such cases provides.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Forest Hill, Tarrant County, Texas this the 5th day of August 2025.

APPROVED:

Stephanie Boardingham, Mayor

ATTEST: *

APPROVED AS TO FORM:

Amy L. Anderson, TRMC, City Secretary

Courtney Goodman Morris,
Asst. City Attorney



Mayor and Council Communication Deliberation Item 8e

DATE: August 5, 2025

FROM: Venus M. Wehle, City Manager

ITEM: Discuss and consider action on Resolution 2025-38, a resolution of the City of Forest Hill, Texas, amending the City's agreement for Adult Activity Center operations and congregate meals with Meals on Wheels of Tarrant County to provide for month-to-month terms commencing July 1, 2025.

BACKGROUND: See staff report

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS: N/A

MOTION:

Motion to approve or deny Resolution 2025-38, a resolution of the City of Forest Hill, Texas, amending the City's agreement for Adult Activity Center operations and congregate meals with Meals on Wheels of Tarrant County to provide for month-to-month terms commencing July 1, 2025.



THE CITY OF FOREST HILL

OFFICE OF THE
CITY MANAGER

STAFF REPORT

To: Honorable Mayor Boardingham and City Council members

From: Venus M. Wehle, PCED

Subject: Ratification of Meals on Wheels First Amendment Agreement for Forest Hill Senior Center services

Date: August 5, 2025

The City of Forest Hill contracts with Meals on Wheels to provide an array of weekly services, programs, activities, and meals to our senior citizens at the Forest Hill Senior Center.

Our current contract expired on June 30, 2025; with this amendment, prevented any lapse in service to our seniors who depend on the services of Meals on Wheels. The amendment allows month-to-month services until the FY26 budget is approved. At such time, staff will bring a second amendment to the agreement to the Council for review.

At the current time, the City is in negotiations with Meals on Wheels to partner with the City of Everman to continue to provide services to our senior jointly at the Forest Hill location sharing costs for FY26. Working together, it is the hope of both cities to bring more seniors to the facility to fellowship and enjoy activities coordinated by Director Ruby Harse weekdays 9:00 a.m. until 2:00 p.m.

This amendment was prepared by the city attorney and has been executed by the authorized representative for Meals on Wheels. Staff is seeking ratification of the amendment.

CITY OF FOREST HILL, TEXAS

RESOLUTION NO. 2025-38

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOREST HILL, TEXAS APPROVING A FIRST AMENDMENT TO THE CITY'S AGREEMENT FOR ADULT ACTIVITY CENTER OPERATIONS AND CONGREGATE MEALS WITH MEALS ON WHEELS, INC. OF TARRANT COUNTY TO PROVIDE FOR A MONTH-TO-MONTH TERMS COMMENCING JULY 1, 2025; RATIFYING AND AUTHORIZING THE CITY MANAGER'S EXECUTION OF THE FIRST AMENDMENT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, on or about July 1, 2023, the City of Forest Hill and Meals on Wheels, Inc. of Tarrant County entered into an Agreement for Adult Activity Center Operations and Congregate Meals (the "Agreement") for a term ending June 30, 2025; and

WHEREAS, the City and Meals on Wheels are currently negotiating the terms of a replacement contract, which contract may include other local government entities in coordination with the City and Meals on Wheels; and

WHEREAS, while those negotiations are ongoing, the City and Meals on Wheels desire to continue operations under the terms and conditions set forth in the Agreement on a month to month basis commencing on July 1, 2025; and

WHEREAS, the City Council of the City of Forest Hill, Texas finds it to serve the health, safety, and general welfare of the citizens of Forest Hill to approve the amendment to the Agreement and to authorize and ratify the execution of the amendment by the City Manager;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FOREST HILL, TEXAS THAT:

SECTION 1. The First Amendment to the Agreement for Adult Activity Center Operations and Congregate Meals by and between the City of Forest Hill and Meals on Wheels, Inc. of Tarrant County, attached hereto and incorporated herein by this reference as Exhibit "A," is hereby approved and the City Manager's execution thereof is ratified and authorized.

SECTION 2. This resolution shall be effective upon its passage.

PASSED AND APPROVED this the _____ day of July, 2025.

Stephanie Boardingham, Mayor

ATTEST:

Amy Anderson, TRMC, CMC

APPROVED AS TO FORM:

Courtney Goodman-Morris,
Asst. City Attorney

4907-7149-0129, v. 1

Congregate Meals Program Contract

First Amendment

The City of Forest Hill, Texas ("City") and Meals on Wheels, Inc. of Tarrant County ("Meals on Wheels") previously, on July 1, 2023, entered into an Agreement for Adult Activity Center Operations and Congregate Meals (the "Agreement") for a two-year term. City and Meals on Wheels desire to amend that Agreement to allow the term of the Agreement to extend on a month-to-month basis as set out in this First Amendment to the Agreement. City and Meals on Wheels may each be referred to as a "Party" and collectively as the "Parties."

The Parties acting through their designated and duly authorized representatives agree as follows:

1. The Agreement is amended by amending Section II, "Term" to add the following: Commencing on July 1, 2025, the Agreement shall continue on a month-to-month basis, with all other terms of the Agreement remaining unchanged. Either Party may terminate the Agreement, including the month-to-month term, by providing written notice of termination to the other Party at least thirty (30) days in advance of the date of termination.
2. All other terms and conditions of the original Agreement not inconsistent with this First Amendment shall remain unchanged and in full force and effect.

AGREED ON THIS THE FIRST DAY OF JULY 2025:

MEALS ON WHEELS, INC. OF TARRANT COUNTY

By: Alissa Deaton

Alissa Deaton, President and CEO

Date: 6/30/2025

CITY OF FOREST HILL

By: Venus Wehle

Venus Wehle, City Manager

Date: 06/30/2025



Mayor and Council Communication Deliberation Item 8f

DATE: August 5, 2025

FROM: Venus M. Wehle, City Manager

ITEM: Discuss and consider action on Resolution 2025-39, a resolution of the City of Forest Hill, Texas, approving an agreement for the collection of taxes by the Tarrant County Assessor/Collector for tax years 2025 through 2027.

BACKGROUND: See staff report

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS: N/A

MOTION:

Motion to approve or deny Resolution 2025-39, a resolution of the City of Forest Hill, Texas, approving an agreement for the collection of taxes by the Tarrant County Assessor/Collector for tax years 2025 through 2027.



THE CITY OF FOREST HILL

OFFICE OF THE
CITY MANAGER

STAFF REPORT

To: Honorable Mayor Boardingham and City Council Members

From: Venus M. Wehle, PCED
City Manager

Subject: Agreements for the Collection of Taxes by the Tarrant County Assessor/Collector for 2025 through 2027

Date: August 5, 2025

The Tarrant County Tax Assessor/Collector bills and collects the Ad Valorem taxes each year from property owners in our City, in turn providing the funds to the City as required by the yearly agreement. The office bills the City for their services. The agreements included for your review are those for collections for 2025, 2026 and 2027.

Services that the Assessor/Collector's office provides to the City include:

Daily:	Entity Distribution Report
Monthly:	Assessment roll Summary
	Year-to-date Summary Report
	Detail Collection Summary Report
	Distribution Summary Report
	Detail Collection Summary by Year
	Entity Revenue and Expense Reports
	Delinquent Tax Attorney Tape, which includes assessments
Annually:	Certified Tax Roll
	Paid Assessment Roll
	Delinquent Assessment Roll
	Current Assessment Roll
	Truth-In-Taxation documents and assistance with preparation

Cost to the City will be \$1.07 per parcel per year (for 2025-2027).

CITY OF FOREST HILL, TEXAS

RESOLUTION NO. 2025-39

AN RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOREST HILL, TEXAS APPROVING AN AGREEMENT FOR THE COLLECTION OF TAXES BY THE TARRANT COUNTY ASSESSOR/COLLECTOR FOR TAX YEARS 2025 THROUGH 2027; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Forest Hill wishes to defray its costs of tax collection, as authorized by the Texas Tax Code, by authorizing the Tarrant County Tax Assessor/Collector to collect taxes for the City of Forest Hill; and

WHEREAS, the City Council finds it to serve the general welfare and to be in the best interest of the City and its citizens to approve an Agreement for the collection of taxes by the Tarrant County Assessor/Collector for tax years 2025 through 2027;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FOREST HILL, TEXAS:

SECTION 1. The City Council hereby approves the Agreement for Collection of Taxes between the City of Forest Hill and the Tarrant County Tax Assessor/Collector for tax years 2025 through 2027, attached hereto and incorporated herein by this reference as Exhibit "A," and further hereby authorizes the City Manager to execute said Agreement in substantially the form of Exhibit "A" along with any necessary and related documents on behalf of the City.

SECTION 2. All provisions of the Resolutions of the City of Forest Hill, Texas, in conflict with the provisions of this Resolution be, and the same are hereby repealed, and all other provisions not in conflict with the provisions of this Resolution shall remain in full force and effect.

SECTION 3. Should any word, sentence, paragraph, subdivision, clause, phrase, or section of this Resolution be adjudged or held to be invalid, void, or unconstitutional,

the same shall not affect the validity of the remaining portions of said Resolution which shall remain in full force and effect.

SECTION 4. This Resolution shall take effect immediately upon its passage as the law and charter in such cases provide.

DULY PASSED by the City Council of the City of Forest Hill, Texas, on the 5th day of August, 2025.

APPROVED:

MAYOR STEPHANIE BOARDINGHAM

ATTEST:

Amy Anderson, City Secretary

APPROVED AS TO FORM:

Courtney Goodman Morris, Asst. City Attorney

Exhibit A
Agreement for Collection of Texas



TARRANT COUNTY TAX OFFICE

100 E. Weatherford, Room 105 • Fort Worth, Texas 76196-0301 • 817-884-1100
taxoffice@tarrantcountytx.gov
In God We Trust

RICK D. BARNES
Tax Assessor-Collector

May 22, 2025

Dear Mayor Boardingham,

I am pleased to enclose our tax collection contract for your entity. This will be a three-year contract. The commission rate continues to be the lowest collection fee rate of the five largest counties in Texas. The rates will be applied to the number of accounts as of September 30th for the previous year.

The new per parcel cost is as follows:

Tax Year	Parcels Located within Tarrant County	Parcels Located outside Tarrant County	PIDs, MUDs, BIDs, MMDs
2025	\$1.07	\$2.00	\$2.00

Enclosed are three original contracts for the assessment and collection of your ad valorem taxes by my office for the Tax Years 2025-2027. After the three contracts have been signed, please return **ALL** copies to the attention of Amelia Rice, Property Tax Director. I will mail a fully executed contract to you after the Commissioner's Court has made formal approval of the contract. This will be at the end of September, so the contract will be returned in October. If you require more than one original, please make extra copies as needed of the contract and mail all copies back to my office. In order to have your contract in place prior to the upcoming tax season, I would ask that you have the properly executed contracts returned to me no later than **August 15, 2025**.

You will be invoiced for your collection commission by last day of January for each contract year with payment due no later than the last day of February of each contract year.

If you have questions, please contact Property Tax Director, Amelia Rice, at 817-884-1123 or by email arice@tarrantcountytx.gov. You may also contact me at 817-884-1106 or by e-mail rdbarnes@tarrantcountytx.gov.

Sincerely,

A handwritten signature in black ink that reads "Rick Barnes".

Rick Barnes
Tarrant County Tax Assessor-Collector

STATE OF TEXAS

§
§
§
§

Agreement for Collection of Taxes

COUNTY OF TARRANT

Agreement made this ____ day of _____, 2025, by and between the Tarrant County Tax Assessor/Collector, hereinafter referred to as **ASSESSOR/COLLECTOR**, and Tarrant County, hereinafter referred to as the **COUNTY**, both of whom are addressed at 100 E. Weatherford Street, Fort Worth, Texas 76196-0301, and the City of Forest Hill hereinafter referred to as **CITY**, whose address is 3219 California Pkwy, Forest Hill, TX 76119.

PURPOSE OF AGREEMENT

The purpose of this Agreement is to state the terms and conditions under which the **ASSESSOR/COLLECTOR** will provide assessment and collection services of Ad Valorem taxes levied by the **CITY**.

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

I.

SERVICES TO BE PERFORMED

The **ASSESSOR/COLLECTOR** agrees to bill and collect the taxes due and owing on taxable property upon which the **CITY** has imposed said taxes. The **ASSESSOR/COLLECTOR** shall perform the said services in the same manner and fashion as Tarrant County collects its own taxes due and owing on taxable property. The services performed are as follows: receiving the Certified Appraisal Roll from the appropriate Appraisal District and monthly changes thereto; providing mortgage companies, property owners and tax representatives, tax roll and payment data; providing all necessary assessments of taxes and Truth in Taxation calculations as required; the transmittal of tax statements via the U.S. Mail or electronic transfer of data; and payment processing. All **CITY** disbursements, made by check or by electronic transfer (ACH), for collected tax accounts will be made to the **CITY** on the day the **COUNTY** Depository Bank indicates the mandatory assigned "float" period has elapsed and the funds are posted to the collected balance. If any daily collection total is less than one hundred dollars (\$100.00), the disbursement may be withheld until the cumulative total of taxes collected for the **CITY** equals at least one hundred dollars (\$100.00), or at the close of the month.

II.

REPORTS

The **ASSESSOR/COLLECTOR** will provide the City of Forest Hill the following reports via internet access:

Daily:	Entity Distribution Report
Monthly:	Assessment Roll Summary (Totals Only) Year-to-Date Summary Report Detail Collection Summary Report Distribution Summary Report Detail Collection Summary by Year Entity Revenue and Expense Reports – as required by Property Tax Code Sec 31.10 Delinquent Tax Attorney Tape, which includes Assessments
Annual:	Certified Tax Roll Paid Assessment Roll Delinquent Assessment Roll Current Assessment Roll

The following weekly reports are available upon request only and provided via email:

Weekly:	Detail Collection Summary Report Detail Collection Summary by Year
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III.
COMPENSATION

In consideration of the services to be performed by the ASSESSOR/COLLECTOR, CITY will compensate the ASSESSOR/COLLECTOR for the services rendered at a rate of one dollar and seven cents (\$1.07) per account located within Tarrant County, two dollars (\$2.00) per account located outside Tarrant County, and two dollars (\$2.00) per account for Special Assessments (PIDs, MUDs, MMDs, BIDs). The ASSESSOR/COLLECTOR reserves the right to increase these rates for services performed by no more than 3% per year at its sole discretion for the duration of this contract. If the ASSESSOR/COLLECTOR institutes such an increase, the increase will begin as of October 1, 2026, for the duration of that collection year. Further increases will be reviewed and instituted on an annual basis. The number of accounts billed will be based on the ending number of accounts on the certified roll as of September 30th for the previous year as provided by the Appraisal District. The ASSESSOR/COLLECTOR will invoice for these accounts by **January 31 of each contract year** with payment to be received from the CITY by **February 28 of each contract year**. The scope of services identified in this contract does not include the administration of a rollback election. In the event of a successful rollback election, these costs incurred by the Tarrant County Tax Office will be separately identified, billed, and paid by the entity.

IV.
AUDITS

The ASSESSOR/COLLECTOR will provide to the CITY auditor necessary explanations of all reports and access to ASSESSOR/COLLECTOR in-house tax system computer terminals to assist the CITY auditor in verifying audit samples of the financial data previously provided by the ASSESSOR/COLLECTOR during the past audit period. Additional support for entity verification or entity auditor verification is not a part of this contract. Each request for support will be reviewed individually. Costs for providing audit support will be determined by the ASSESSOR/COLLECTOR and will be charged to and must be paid by the CITY.

V.
TAX RATE REQUIREMENT

The CITY will provide the ASSESSOR/COLLECTOR copies of the resolution, ordinance, or order signed by the governing body adopting the CITY'S current tax rate and exemption schedule to be applied for assessing purposes along with a copy of the rate calculation worksheets, if applicable, by the third Monday in September of each year of the contract. Under authority of Section 31.01 (h) of the Property Tax Code, any additional cost of printing and mailing tax statements because of late reporting of the tax rate or the exemption schedule will be charged to and must be paid by the CITY. Any additional cost or expense requiring recalculation or rebilling due to an inaccurate or erroneous tax rate provided by City of Forest Hill will be paid by City of Forest Hill.

The tax rate and the exemption schedule for each of the last five (5) years in which an ad valorem tax was levied, or all prior years where there remains delinquent tax, must be furnished in writing to the ASSESSOR/COLLECTOR at the time of the initial contract.

VI.
**COMPLIANCE WITH APPLICABLE
STATUTES, ORDINANCES, AND REGULATIONS**

In performing the services required under this Agreement, the ASSESSOR/COLLECTOR shall comply with all applicable federal and state statutes, final Court orders and Comptroller regulations. If such compliance is impossible for reasons beyond its control, the ASSESSOR/COLLECTOR shall immediately notify the CITY of that fact and the reasons therefore.

VII.
DEPOSIT OF FUNDS

All funds collected by the ASSESSOR/COLLECTOR in the performance of the services stated herein for the CITY shall be promptly transferred to the account of the CITY at the CITY'S depository bank. All payments to entities will be made electronically by the automated clearing house (ACH). The ASSESSOR/COLLECTOR has no liability for the funds after initiation of the ACH transfer of the CITY'S funds from the COUNTY Depository to the CITY'S designated depository. ASSESSOR/COLLECTOR has the authority to temporarily suspend payments to City of Forest Hill due to unforeseen or unanticipated circumstances.

VIII.
INVESTMENT OF FUNDS

The CITY hereby agrees that the COUNTY, acting through the COUNTY Auditor, may invest collected ad valorem tax funds of the CITY during the period between collection and payment. The COUNTY agrees that it will invest such funds in compliance with the Public Funds Investment Act. The COUNTY further agrees that it will pay to the CITY all interest or other earnings attributable to taxes owed to the CITY. All parties agree that this Agreement will not be construed to lengthen the time period during which the COUNTY or the ASSESSOR/COLLECTOR may hold such funds before payment to the CITY.

IX.
REFUNDS

Refunds will be made by the ASSESSOR/COLLECTOR except as set forth herein. The ASSESSOR/COLLECTOR will advise the CITY of changes in the tax roll which were mandated by the appropriate Appraisal District.

The ASSESSOR/COLLECTOR will not make refunds on prior year paid accounts unless the prior year paid accounts for the past five (5) years are provided to the ASSESSOR/COLLECTOR.

If the amount of refunds processed for City of Forest Hill exceeds collections for City of Forest Hill, City of Forest Hill will be placed in a negative status and no distributions will be made to City of Forest Hill until collections exceed the negative balance.

All refunds of overpayments or erroneous payments due, but not requested, and as described in Section 31.11 of the Texas Property Tax Code, will after three years from the date of payment, be proportionately disbursed to those entities contracting with the ASSESSOR/COLLECTOR. The contract must have been in force, actual assessment and collection functions begun and the tax account was at the time of the over or erroneous payment within the CITY'S jurisdiction. The proportional share is based upon the CITY'S percent of the tax account's total levy assessed at the time of receipt of the over or erroneous payment.

In the event any lawsuit regarding the collection of taxes provided for in this agreement to which the CITY is a party, is settled or a final judgment rendered, and which final judgment is not appealed, and the terms of such settlement agreement or final judgment require that a refund be issued by the CITY to the taxpayer, such refund shall be made by ASSESSOR/COLLECTOR by debiting funds collected by ASSESSOR/COLLECTOR on behalf of the CITY and remitting such refund to the taxpayer in conformity with the terms of the settlement agreement or final judgment.

X.
DELINQUENT COLLECTIONS

The ASSESSOR/COLLECTOR will assess and collect the collection fee pursuant to Sections, 33.07, 33.08, 33.11 and 33.48 of the Property Tax Code, when allowed. The ASSESSOR/COLLECTOR will collect attorney fees that are specified by the CITY through written agreement with a delinquent collection Attorney. The ASSESSOR/COLLECTOR will disburse the amount directly to the Firm under contract to the CITY.

If the delinquent collection Attorney contracted by the CITY requires attendance of ASSESSOR/COLLECTOR personnel at a court other than the District Courts in downtown Fort Worth, and the COUNTY is not a party, the employee's expenses and proportionate salary will be the responsibility of the CITY and will be added to the collection expenses and charged to the CITY.

The ASSESSOR/COLLECTOR will not be responsible for the collection of prior year delinquent accounts unless all delinquent accounts information is provided to the ASSESSOR/COLLECTOR.

XI.
TERM OF AGREEMENT

This Agreement shall become effective as of the date hereinabove set out, and shall continue in effect through the 2027 tax year, unless sooner terminated by providing sixty (60) day written notice, as outlined in paragraph XII.

XII.
NOTICES

Any notices to be given hereunder by either party to the other may be effected by e-mail, or in writing, either by personal delivery or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed

to the address of the parties as they appear in the introductory paragraph of this Agreement, but each party may change this address by notice in accordance with this paragraph.

**XIII.
MISCELLANEOUS PROVISIONS**

This instrument hereto contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect.

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tarrant County, Texas.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or enforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained.

This Agreement and the attachments hereto constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Executed on the day and year first above written, Tarrant County, Texas.

BY: _____ **DATE** _____
RICK BARNES
TAX ASSESSOR/COLLECTOR
TARRANT COUNTY
RDBarnes@tarrantcountytexas.gov

FOR CITY OF FOREST HILL:

BY: _____ **DATE** _____
TITLE: _____
EMAIL: _____

FOR TARRANT COUNTY:

BY: _____ **DATE** _____
TIM O'HARE
TARRANT COUNTY JUDGE

APPROVED AS TO FORM:

BY: _____ **DATE** _____
CRIMINAL DISTRICT ATTORNEY'S OFFICE*

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.



Mayor and Council Communication Deliberation Item 8g

DATE: August 5, 2025

FROM: Venus M. Wehle, City Manager

ITEM: Discuss and consider action on Resolution 2025-40, a resolution of the City of Forest Hill, Texas, approving a Memorandum of Understanding with Tarrant County regarding participation in Techshare Local Government Corporation's Techshare.Juvenile Program.

BACKGROUND: See staff report

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS: N/A

MOTION:

Motion to approve or deny Resolution 2025-40, a resolution of the City of Forest Hill, Texas, approving a Memorandum of Understanding with Tarrant County regarding participation in Techshare Local Government Corporation's Techshare.Juvenile Program.



THE CITY OF FOREST HILL

OFFICE OF THE
CITY MANAGER

STAFF REPORT

To: Honorable Mayor Boardingham and City Council members

From: Venus M. Wehle, PCED
City Manager

Subject: Resolution to approve Memorandum of Understanding with TechShare.Juvenile

Date: August 5, 2025

"TechShare.Juvenile" aids local law enforcement agencies in:

1. Processing cases of children under Texas Family Code;
2. Facilitates the delivery of services to children in the juvenile justice system;
3. Aids in the early identification of at-risk and delinquent children; and
4. Facilitates cross-jurisdictional sharing of information related to juvenile offenders between authorized criminal and juvenile justice agencies and partner agencies.

Currently, the Forest Hill Police Department is required to refer and process cases in-person with Tarrant County Juvenile Services, consuming important staff time and resources. In executing the MOU, it will allow staff to refer these cases electronically through a secured, limited access database similar to what is currently in place for adult offenders. There are no anticipated cost to the City.

Features include:

- Uploading police and supplemental reports;
- Accessing juvenile offender data (addresses, schools, family, probation, criminal history);
- Generating photo line-ups;
- Viewing disposition information; and
- 24-hour support.

Once the MOU is executed, the Police Department will participate in a Network Readiness Assessment and in-person training will be conducted with appropriate staff.

Over 30 agencies, including Fort Worth and Arlington, currently use this program. Chief Hernandez will be available to answer any question you may have.

CITY OF FOREST HILL, TEXAS

RESOLUTION NO. 2025-40

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOREST HILL, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A MEMORANDUM OF UNDERSTANDING WITH PARTICIPATING LOCAL GOVERNMENTS AND TARRANT COUNTY TO PARTICIPATE IN TECHSHARE LOCAL GOVERNMENT CORPORATION'S TECHSHARE.JUVENILE PROGRAM; AUTHORIZING THE CITY MANAGER TO EXECUTE THE MEMORANDUM OF UNDERSTANDING; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Forest Hill has been presented with a proposed Memorandum of Understanding with Participating Local Governments and Tarrant County to Participate in the Techshare.Juvenile Program, an extended case management system that will allow participating agencies within Tarrant County to view juvenile information statewide ("MOU"); and

WHEREAS, the City will have access to TechShare.Juvenile in order to file cases electronically, perform statewide juvenile record searches, and perform other functions as allowed by statutes and role based permissions; and

WHEREAS, upon full review and consideration of the MOU, and all matters related thereto, the City Council is of the opinion and finds that the terms and conditions thereof should be approved, and that the City Manager should be authorized to execute the MOU on behalf of the City of Forest Hill, Texas.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FOREST HILL, TEXAS, THAT:

SECTION 1. The Memorandum of Understanding with Participating Local Governments and Tarrant County to Participate in Techshare Local Government Corporation's Techshare.Juvenile Program, attached hereto and incorporated herein by this reference as Exhibit "A," is hereby approved and the City Manager is hereby authorized to execute the MOU in substantially the form of Exhibit "A," on behalf of the City of Forest Hill.

SECTION 2. This Resolution shall become effective immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Forest Hill,
Texas, this the _____ day of _____ 2025.

CITY OF FOREST HILL, TEXAS

Stephanie Boardingham, Mayor

ATTEST:

Amy Anderson, City Secretary

APPROVED AS TO FORM:

Courtney Goodman-Morris
Assistant City Attorney

EXHIBIT “A”
**[Memorandum of Understanding with Participating Local Governments and Tarrant
County to Participate in Techshare Local Government Corporation’s
TechShare.Juvenile Program]**

4937-6551-2024, v. 1

**MEMORANDUM OF UNDERSTANDING WITH
PARTICIPATING LOCAL GOVERNMENTS AND
TARRANT COUNTY
TO PARTICIPATE IN TECHSHARE LOCAL GOVERNMENT CORPORATION'S
TECHSHARE.JUVENILE PROGRAM**

**I.
PARTIES**

This Memorandum of Understanding ("MOU") is entered by and between the **Forest Hill Police Department** (the "Participating Local Government") and Tarrant County ("Tarrant County" or "County"), acting by and through their respective governing bodies, pursuant to and under authority of the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code and for the purpose of participation in the TechShare Local Government Corporation's Techshare.Juvenile Program ("TechShare.Juvenile"). Tarrant County and any and all other Participating Local Government(s) of the State of Texas adopting this MOU upon a formal order of their respective governing bodies as provided for herein may be referred to in this MOU individually as "Party" and collectively as "Parties."

**II.
RECITALS**

WHEREAS, Participating Local Government desires to enter into this MOU for participation in TechShare.Juvenile, an extended case management system that will allow participating agencies within Tarrant County to view juvenile information statewide;

WHEREAS, The Participating Local Government will have access to TechShare.Juvenile in order to file cases electronically, perform statewide juvenile record searches, and perform other functions as allowed by statutes and role based permissions;

WHEREAS, The Participating Local Government will be required to provide agency IP addresses in order to access TechShare.Juvenile. The basic equipment needed by the Participating Local Government is a firewall capable of supporting a minimum of 3DES or AES encryption capability and IPsec security protocols. The Participating Local Government must ensure that all personal computers used to access TechShare.Juvenile are updated and contain antivirus software. Further, the encryption standards must be compliant with the federal data encryption standard of FIPS-140-2. Additionally, a 3Mb circuit is recommended. Due to laws governing circuit location and the range of costs between providers, Participating Local Government should contact their telecommunication service provider to determine circuit costs.

NOW, THEREFORE, in consideration of the promises, inducements, covenants, agreements, conditions, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Participating Local Government and Tarrant County agree as follows:

**III.
PARTICIPATION BY ADDITIONAL PARTICIPATING LOCAL GOVERNMENTS**

Any local government may participate in this MOU with the signature of the designated authorized signer of this MOU. Each Party will be required to approve and agree to the terms and conditions of this MOU. The signed agreement of this MOU will be returned as notification and presented to the Juvenile Boards as well as Commissioner's Court.

IV.

DATA OWNERSHIP, ACCESS, SECURITY AND STORAGE

- A. Ownership. It is the intention of the Parties that each Participating Local Government will remain the custodian and owner of its information and data that it created or submitted, unless expressly agreed in writing otherwise. The Parties acknowledge and agree that such information or data shall not be used by the Parties other than in connection with the performance of this MOU or as contemplated by the Parties under this MOU. Additionally, the Parties agree that the data shall not be disclosed, sold, assigned, leased or otherwise provided to third parties, or commercially exploited by or on behalf of the other Parties, their employees, officers, agents, subcontractors, invitees, or assigns in any respect without the expressed written approval of the Participating Local Government that owns such data.
- B. Interfaces. Each Party is responsible for developing and maintaining its interfaces to TechShare.Juvenile. Participating Local Government will also be responsible for the cost of interface development and maintenance.
- C. Security and Access of Data.
- 1) Section 58.403, Texas Family Code, permits the cross-jurisdictional sharing of information related to juvenile offenders between authorized criminal and juvenile justice agencies and partner agencies.
 - 2) Each party is responsible for ensuring its employees and other persons accessing data within TechShare.Juvenile are authorized to do so, and will use such data only as is legally permitted.
 - 3) Participating Local Government and its representatives agree that the following terms and conditions apply regarding access to the confidential juvenile information and data maintained in TechShare.Juvenile:
 - a) Participating Local Government and its representatives shall acknowledge and agree that the purpose of access to the juvenile information and data is to perform juvenile justice system related functions.
 - b) Participating Local Government agrees that TechShare.Juvenile shall not be used for any personal purposes, including entertainment, personal business, or personal gain.
 - c) Participating Local Government understand that access to, and transmission

of, any data or material deemed to be a violation of any federal, state, or local law or agency administrative rules is prohibited.

- d) Participating Local Government shall not access or distribute any information that is deemed confidential pursuant to Chapter 58, Texas Family Code or other applicable federal or state statutes or rules, unless disclosure is specifically authorized by law.

D. Confidential Information. As used in this MOU, the term “Confidential Information” means all information and specifications, designs, applications, operating systems, databases, communications and other computer software developed for use on any operating system, all modifications, enhancements and versions and all options available with respect thereto, and all products developed or derived therefrom, source and object codes, flowcharts, algorithms, coding sheets, routines, sub-routines, compilers, assemblers, design concepts and related documentation and manuals, discoveries, concepts and ideas including, without limitation, the nature and results of research and development activities, processes, formulas, inventions, computer-related equipment or technology, techniques, “know-how”, designs, drawings and specifications, all of the above which relate to TechShare.Juvenile in the case of Confidential Information belonging to TechShare Local Government Corporation or Tarrant County. The County’s confidential information includes, but is not limited to, data mapping from the County’s Caseworker installation and the County’s network configuration and related security specifications, and also includes, without limitation, information in tangible or intangible form relating to the coding or mapping of data from the County’s legacy juvenile case management system, configuration specifications related to its network or computer systems on which the County’s information services are performed and/or configuration specifications related to its implementation of Techshare.Juvenile. “Confidential Information” includes information in any form, whether written, electronic, or verbal. Additionally, the term “Confidential Information” shall include any notes, analyses, compilations, studies, interpretations, memoranda or other documents prepared by a Party or its Representatives that contain, reflect or are based upon, in whole or in part, any Confidential Information furnished to the Party (the “Recipient Party”) or its Representatives by another Party (the “Disclosing Party”) under this MOU.

E. Survival. This Article IV shall survive any termination, cancellation, withdrawal, or expiration of this MOU.

V.

TERM AND TERMINATION

The terms and conditions of this MOU shall be indefinite unless terminated by one of the Parties. This MOU may be terminated by either Party with a thirty (30) day written notice to the other Party.

VI.

WARRANTIES

No Party to this MOU warrants the availability, accuracy, quality, reliability or fitness for a particular purpose of any data or information made available under this MOU. Third party warranties or guarantees may inure to the benefit of the Parties to a particular Project if such are contractually secured as part of such Project; however, no Party to this MOU shall be held liable for a warranty or guarantee offered by a third party, if any. All conditions, representations and warranties, whether express, implied, statutory or otherwise, including, without limitation, any implied warranty or merchantability, fitness for a particular purpose, or non-infringement of third party rights, are hereby disclaimed by all Parties to this MOU to the maximum extent permitted by applicable law.

Survival. This Article VI shall survive any termination, cancellation, withdrawal, or expiration of this MOU.

VII.

NOTICE

Any and all notices to be given under this MOU by the Participating Local Government shall be deemed to have been given if reduced to writing and delivered in person or mailed by overnight or certified mail, return receipt requested, postage pre-paid, to the Parties at the addresses set forth on the signatory pages below or to such other addresses designated in writing to all the Parties. Any notice required hereunder shall be deemed to have been given three (3) days subsequent to the date it was so delivered or mailed.

VIII.

AMENDMENT

This MOU may not be amended except in a written instrument specifically referring to this MOU and signed by the Parties hereto. Any modification, alteration, addition or deletion to the terms of this MOU which are required by changes in federal or state law are automatically incorporated herein without written amendment to this MOU and shall be effective on the date designated by said law.

IX.

CURRENT REVENUE

The Parties hereby warrant that all payments, expenditures, contributions, fees, costs, and disbursements required of each Party hereunder or required by any other agreements, contracts and documents executed, adopted, or approved pursuant to this MOU, which shall include any exhibit, attachment, addendum or associated document, shall be paid from current revenues and resources available to each paying Party. The Parties hereby warrant that no debt is created by this MOU.

X.

FISCAL FUNDING

The obligations of the Participating Local Government pursuant to this MOU are contingent upon the availability and appropriation of sufficient funding. Any Party may withdraw from this MOU without penalty in the event funds are not available or appropriated by giving the appropriate notice pursuant to Sections V and VII. However, no Party will be entitled to a refund of amounts previously contributed in the event of withdrawal for lack of funding, unless expressly agreed in writing by the Parties.

XI. APPLICABLE LAW

This MOU shall be expressly subject to the participating Parties' sovereign immunity and other governmental immunity and all applicable federal and state law. This MOU shall be governed by and construed in accordance with the laws of the State of Texas. Venue shall lie exclusively in Tarrant County, Texas.

XII. SEVERABILITY

In the event that one or more of the provisions contained in the MOU shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability of the MOU shall be construed as if such invalid, illegal or unenforceable provision has never been contained herein, but shall not affect the remaining provisions of this MOU, which shall remain in force and effect.

XIII. ASSIGNMENT

The Participating Local Government may not assign their respective rights and duties under this MOU without the prior written consent and/or approval of the remaining Parties, acting by and through their respective governing bodies, even if such assignment is due to a change in ownership or affiliation. Any assignment attempted without such prior consent and/or approval by the remaining Parties shall be null and void.

Survival. This Article XIII shall survive any termination, cancellation, withdrawal, or expiration of this MOU.

XIV. ENTIRE AGREEMENT

This MOU, including any and all exhibits, attachments, and/or addendums incorporated as a part hereof, shall constitute the entire agreement relating to the subject matter herein between the Parties and supersedes any other agreement concerning the subject matter of this transaction, whether oral or written. Each Party acknowledges that the other Parties, or anyone acting on behalf of the other Parties, have made no representations, inducements, promises or agreements, orally or otherwise, unless such representations, inducements, promises or agreements are embodied in this MOU, expressly or by incorporation.

XV.
RESPONSIBILITIES

All Parties agree to be responsible for their own negligent acts or omissions, or other tortious conduct in the course of performance of this MOU without waiving any sovereign immunity, governmental immunity or other defenses available to the Parties under federal or State law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities. All Parties agree that any such liability or damages occurring during the performance of this MOU caused by the joint or comparative negligence of the Parties, or their employees, agents or officers, shall be determined in accordance with comparative responsibility laws of Texas.

XVI.
CJIS COMPLIANCE

All Parties and their respective employees, agents, contractors, and subcontractors agree, warrant, and represent they shall be compliant with the Federal Bureau of Investigation Criminal Justice Information Security Policy version 5.1 pursuant to this MOU. Further, all Parties agree, warrant, and represent they are compliant with the Texas Department of Public Safety policies regarding access to Criminal Justice Information. Additionally, all Parties specifically agree to be responsible for their own individual ongoing compliance with regard to the Federal Bureau of Investigation Criminal Justice Information Security Policy and the Texas Department of Public Safety criminal justice information policies.

XVII.
SOVEREIGN IMMUNITY

This MOU is subject to Tarrant County's Sovereign Immunity and Tarrant County expressly does not waive any applicable local, State and federal rules and laws, including Sovereign Immunity, Title 5 of the Texas Civil Practice and Remedies Code. Further, the Parties acknowledge and agree Tarrant County does not have the ability under Article III, Section 49 and Article XI, Section 7 of the Texas Constitution to indemnify any party or third party damages pursuant to this MOU.

XVIII
EXECUTION OF AGREEMENT

This MOU may be executed in one or more counterparts, each of which will be deemed to be an original copy of this MOU, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this MOU and of signature pages by electronic transmission shall constitute effective execution and delivery of this MOU as to the parties and may be used in lieu of the original MOU for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever.

[SIGNATORY PAGES SHALL FOLLOW]

BINDING AGREEMENT, AUTHORITY, PARTIES BOUND

By signing this page, each Participating Local Government or Party represents that it has the full right, power and authority to enter and perform this *MOU Among Participating Local Governments and Tarrant County for TechShare.Juvenile* in accordance with all of the terms and conditions, and that the execution and delivery of this MOU has been made by an authorized representative of each Party to validly and legally bind the same Party to all terms, performances and provisions set forth in this MOU.

TARRANT COUNTY

Tim O'Hare	Date
County Judge	
100 East Weatherford, Fort Worth, Texas 76196	

Judge Alex Kim	Date
Juvenile Board Interim Chairman	
2701 Kimbo Road, Fort Worth, Texas 76111	

APPROVED AS TO FORM:

Criminal District Attorney's Office*

*By law, the Tarrant County District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval and should seek review and approval by their own respective attorney(s).

BINDING AGREEMENT, AUTHORITY, PARTIES BOUND

By signing this page, each Participating Local Government or Party represents that it has the full right, power and authority to enter and perform this *MOU Among Participating Local Governments and Tarrant County for TechShare.Juvenile* in accordance with all of the terms and conditions, and that the execution and delivery of this MOU has been made by an authorized representative of each Party to validly and legally bind the same Party to all terms, performances and provisions set forth in this MOU.

RICHLAND HILLS POLICE DEPARTMENT acknowledges that it is a “governmental entity” and not a “business entity” as those terms are defined in Tex. Gov’t Code § 2252.908, and therefore, no disclosure of interested parties pursuant to Tex. Gov’t Code Section 2252.908 is required.

COUNTY/CITY: TARRANT/FOREST HILL

AGENCY: FOREST HILL POLICE DEPARTMENT

BY: _____

Name: _____

Title: _____

Date: _____

Address: _____



Mayor and Council Communication Deliberation Item 8h

DATE: August 5, 2025

FROM: Venus M. Wehle, City Manager

ITEM: Discuss and consider action on Resolution 2025-41, a resolution of the City of Forest Hill, Texas, authorizing the City Manager to enter into the Purdue Pharma Opioid Settlement and authorizing the submission of the subdivision participation and release form regarding the Purdue Pharma Settlement and full release of all claims.

BACKGROUND: See staff report

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS: N/A

MOTION:

Motion to approve or deny Resolution 2025-41, a resolution of the City of Forest Hill, Texas, authorizing the City Manager to enter into the Purdue Pharma Opioid Settlement and authorizing the submission of the subdivision participation and release form regarding the Purdue Pharma Settlement and full release of all claims.



THE CITY OF FOREST HILL

OFFICE OF THE
CITY MANAGER

STAFF REPORT

To: Honorable Mayor Boardingham and City Council members

From: Venus M. Wehle, PCED
City Manager

Subject: State of Texas Opioid Settlements with Purdue; and Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun and Zydus

Date: August 5, 2025

Previously, the City of Forest Hill adopted and approved the Texas Term Sheet and Allocation Schedule regarding the Global Opioid Settlement through the Office of the Attorney General to abate the impact of the Opioid crisis.

The City of Forest Hill received notice from the Office of the Attorney General that it has reached a settlement with Purdue and Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun and Zydus. Tonight's agenda item states that the City agrees to the terms of the settlements and will receive, where applicable, monetary payments from those companies listed above.

CITY OF FOREST HILL, TEXAS

RESOLUTION NO. 2025-41

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOREST HILL, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO THE PURDUE SETTLEMENT AND AUTHORIZING THE SUBMISSION OF THE SUBDIVISION PARTICIPATION AND RELEASE FORM REGARDING THE PURDUE SETTLEMENT AND FULL RELEASE OF ALL CLAIMS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Forest Hill has previously adopted and approved the Texas Term Sheet and Allocation Schedule regarding the Global Opioid Settlement through the Office of the Attorney General; and

WHEREAS, the City of Forest Hill has received notice of a settlement through the Office of the Texas Attorney General relating to opioid claims against Purdue (the "Purdue Settlement"); and

WHEREAS, the City of Forest Hill can participate in this settlement by adopting and submitting to the National Opioid Settlements Implementation Administrator on or before September 30, 2025, the Subdivision Participation and Release Form, attached hereto and incorporated herein by this reference as Exhibit "A" (the "Release Form");

WHEREAS, the City Council of the City of Forest Hill, Texas, (i) finds there is a substantial need for repayment of opioid-related expenditures and payment to abate opioid-related harms in and about the City of Forest Hill, (ii) supports the addition of the Purdue Settlement to those previously adopted; and (iii) supports the adoption and approval the Release Form and finds it to be in the public interest to approve such settlement;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FOREST HILL, TEXAS, THAT:

SECTION 1. The City Manager is hereby authorized on behalf of the City to enter into the opioid settlement with Purdue (the "Purdue Settlement") and to sign and submit or cause to be submitted said Subdivision Participation and Release Form (City's Rubris Reference Number: CL-1752156), attached hereto and incorporated herein by this reference as Exhibit "A" to the National Opioid Settlements Implementation Administrator by email at opioidsparticipation@rubris.com before September 30, 2025.

SECTION 2. The City Manager is authorized to act on behalf of the City to agree to such future opioid settlement agreements and release of claims negotiated and recommended by the Texas Attorney General that provide for distribution of settlement funds to the City.

SECTION 3. This Resolution shall become effective immediately upon passage.

PASSED AND APPROVED THIS ____ DAY OF AUGUST, 2025.

APPROVED:

Stephanie Boardingham, Mayor

ATTEST:

Amy Anderson, City Secretary

APPROVED AS TO FORM:

**Courtney Goodman-Morris,
Asst. City Attorney**

Exhibit A

4916-0978-1078, v. 1

Subdivision Participation and Release Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to that certain Governmental Entity & Shareholder Direct Settlement Agreement accompanying this participation form (the “*Agreement*”)¹, and acting through the undersigned authorized official, hereby elects to participate in the Agreement, grant the releases set forth below, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Agreement, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Agreement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly after the Effective Date, and prior to the filing of the Consent Judgment, dismiss with prejudice any Shareholder Released Claims and Released Claims that it has filed. With respect to any Shareholder Released Claims and Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopiodsettlement.com>.
3. The Governmental Entity agrees to the terms of the Agreement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Agreement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning following the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Agreement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as and to the extent provided in, and for resolving disputes to the extent provided in, the

¹ Capitalized terms used in this Exhibit K but not otherwise defined in this Exhibit K have the meanings given to them in the Agreement or, if not defined in the Agreement, the Master Settlement Agreement.

Agreement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Agreement.

7. The Governmental Entity has the right to enforce the Agreement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Agreement, including without limitation all provisions of Article 10 (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Subdivision Releasor, to the maximum extent of its authority, for good and valuable consideration, the adequacy of which is hereby confirmed, the Shareholder Released Parties and Released Parties are, as of the Effective Date, hereby released and forever discharged by the Governmental Entity and its Subdivision Releasors from: any and all Causes of Action, including, without limitation, any Estate Cause of Action and any claims that the Governmental Entity or its Subdivision Releasors would have presently or in the future been legally entitled to assert in its own right (whether individually or collectively), notwithstanding section 1542 of the California Civil Code or any law of any jurisdiction that is similar, comparable or equivalent thereto (which shall conclusively be deemed waived), whether existing or hereinafter arising, in each case, (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor (each such release, as it pertains to the Shareholder Released Parties, the "Shareholder Released Claims", and as it pertains to the Released Parties other than the Shareholder Released Parties, the "Released Claims"). For the avoidance of doubt and without limiting the foregoing: the Shareholder Released Claims and Released Claims include any Cause of Action that has been or may be asserted against any Shareholder Released Party or Released Party by the Governmental Entity or its Subdivision Releasors (whether or not such party has brought such action or proceeding) in any federal, state, or local action or proceeding (whether judicial, arbitral, or administrative) (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor.
9. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Shareholder Released Claims or Released Claims against any Shareholder Released Party or Released Party in any forum whatsoever, subject in all respects to Section 9.02 of the Master Settlement Agreement. The releases provided for herein (including the term "Shareholder Released

Claims” and “Released Claims”) are intended by the Governmental Entity and its Subdivision Releasors to be broad and shall be interpreted so as to give the Shareholder Released Parties and Released Parties the broadest possible release of any liability relating in any way to Shareholder Released Claims and Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Agreement shall be a complete bar to any Shareholder Released Claim and Released Claims.

10. To the maximum extent of the Governmental Entity’s power, the Shareholder Released Parties and the Released Parties are, as of the Effective Date, hereby released and discharged from any and all Shareholder Released Claims and Released Claims of the Subdivision Releasors.

11. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Agreement.

12. In connection with the releases provided for in the Agreement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Shareholder Released Claims or such other Claims released pursuant to this release, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Shareholder Released Claims or such other Claims released pursuant to this release that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities’ decision to participate in the Agreement.

13. Nothing herein is intended to modify in any way the terms of the Agreement, to which Governmental Entity hereby agrees. To the extent any portion of this Participation and Release Form not relating to the release of, or bar against, liability is interpreted differently from the Agreement in any respect, the Agreement controls.

14. Notwithstanding anything to the contrary herein or in the Agreement, (x) nothing herein shall (A) release any Excluded Claims or (B) be construed to impair in any way the rights and obligations of any Person under the Agreement; and (y) the Releases set forth herein shall be subject to being deemed void to the extent set forth in Section 9.02 of the Master Settlement Agreement.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



Mayor and Council Communication Deliberation Item 8i

DATE: August 5, 2025

FROM: Venus M. Wehle, City Manager

ITEM: Discuss and consider action on Resolution 2025-42, a resolution of the City of Forest Hill, Texas, authorizing the City Manager to enter into the Opioid Settlement(s) with Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus and authorizing submission of the subdivision participation and release form regarding the settlement and full release of all claims.

BACKGROUND: See staff report

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS: N/A

MOTION:

Motion to approve or deny Resolution 2025-42, a resolution of the City of Forest Hill, Texas, authorizing the City Manager to enter into the Opioid Settlement(s) with Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus and authorizing submission of the subdivision participation and release form regarding the settlement and full release of all claims.



THE CITY OF FOREST HILL

OFFICE OF THE
CITY MANAGER

STAFF REPORT

To: Honorable Mayor Boardingham and City Council members

From: Venus M. Wehle, PCED
City Manager

Subject: State of Texas Opioid Settlements with Purdue; and Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun and Zydus

Date: August 5, 2025

Previously, the City of Forest Hill adopted and approved the Texas Term Sheet and Allocation Schedule regarding the Global Opioid Settlement through the Office of the Attorney General to abate the impact of the Opioid crisis.

The City of Forest Hill received notice from the Office of the Attorney General that it has reached a settlement with Purdue and Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun and Zydus. Tonight's agenda item states that the City agrees to the terms of the settlements and will receive, where applicable, monetary payments from those companies listed above.

CITY OF FOREST HILL, TEXAS

RESOLUTION NO. 2025-42

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOREST HILL, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO THE OPIOID SETTLEMENTS WITH ALVOGEN, AMNEAL, APOTEX, HIKMA, INDIVIOR, MYLAN, SUN AND ZYDUS AND AUTHORIZING THE SUBMISSION OF THE SUBDIVISION PARTICIPATION AND RELEASE FORM(S) REGARDING THE SETTLEMENT AND FULL RELEASE OF ALL CLAIMS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Forest Hill has previously adopted and approved the Texas Term Sheet and Allocation Schedule regarding the Global Opioid Settlement through the Office of the Attorney General; and

WHEREAS, the City of Forest Hill has received notice of a settlement through the Office of the Texas Attorney General relating to opioid claims against Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus (the "Opioid Settlements"); and

WHEREAS, the City of Forest Hill can participate in the Opioid Settlements by adopting and submitting to the National Opioid Settlements Implementation Administrator on or before October 8, 2025, the Subdivision Participation and Release Form, attached hereto and incorporated herein by this reference as Exhibit "A" (the "Release Form");

WHEREAS, the City Council of the City of Forest Hill, Texas, (i) finds there is a substantial need for repayment of opioid-related expenditures and payment to abate opioid-related harms in and about the City of Forest Hill, (ii) supports the addition of the Opioid Settlements to those previously adopted; and (iii) supports the adoption and approval the Release Form and finds it to be in the public interest to approve such settlement;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FOREST HILL, TEXAS, THAT:

SECTION 1. The City Manager is hereby authorized on behalf of the City to enter into the Opioid Settlements with Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun and Zydus (the "Opioid Settlements") and to sign and submit or cause to be submitted said Subdivision Participation and Release Form (City's Rubris Reference Number: CL-1774225), attached hereto and incorporated herein by this reference as Exhibit "A" to the National Opioid Settlements Implementation Administrator by email at opioidsparticipation@rubris.com before October 8, 2025.

SECTION 2. The City Manager is authorized to act on behalf of the City to agree to such future opioid settlement agreements and release of claims negotiated and recommended by the Texas Attorney General that provide for distribution of settlement funds to the City.

SECTION 3. This Resolution shall become effective immediately upon passage.

PASSED AND APPROVED THIS ____ DAY OF _____, 2025.

APPROVED:

Stephanie Boardingham, Mayor

ATTEST:

Amy Anderson, City Secretary

APPROVED AS TO FORM:

**Courtney Goodman-Morris,
Asst. City Attorney**

Exhibit A

4936-1819-8870, v. 1

Subdivision Participation and Release Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to that certain Governmental Entity & Shareholder Direct Settlement Agreement accompanying this participation form (the "*Agreement*")¹, and acting through the undersigned authorized official, hereby elects to participate in the Agreement, grant the releases set forth below, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Agreement, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Agreement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly after the Effective Date, and prior to the filing of the Consent Judgment, dismiss with prejudice any Shareholder Released Claims and Released Claims that it has filed. With respect to any Shareholder Released Claims and Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopiodsettlement.com>.
3. The Governmental Entity agrees to the terms of the Agreement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Agreement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning following the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Agreement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as and to the extent provided in, and for resolving disputes to the extent provided in, the

¹ Capitalized terms used in this Exhibit K but not otherwise defined in this Exhibit K have the meanings given to them in the Agreement or, if not defined in the Agreement, the Master Settlement Agreement.

Agreement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Agreement.

7. The Governmental Entity has the right to enforce the Agreement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Agreement, including without limitation all provisions of Article 10 (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Subdivision Releasor, to the maximum extent of its authority, for good and valuable consideration, the adequacy of which is hereby confirmed, the Shareholder Released Parties and Released Parties are, as of the Effective Date, hereby released and forever discharged by the Governmental Entity and its Subdivision Releasors from: any and all Causes of Action, including, without limitation, any Estate Cause of Action and any claims that the Governmental Entity or its Subdivision Releasors would have presently or in the future been legally entitled to assert in its own right (whether individually or collectively), notwithstanding section 1542 of the California Civil Code or any law of any jurisdiction that is similar, comparable or equivalent thereto (which shall conclusively be deemed waived), whether existing or hereinafter arising, in each case, (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor (each such release, as it pertains to the Shareholder Released Parties, the "Shareholder Released Claims", and as it pertains to the Released Parties other than the Shareholder Released Parties, the "Released Claims"). For the avoidance of doubt and without limiting the foregoing: the Shareholder Released Claims and Released Claims include any Cause of Action that has been or may be asserted against any Shareholder Released Party or Released Party by the Governmental Entity or its Subdivision Releasors (whether or not such party has brought such action or proceeding) in any federal, state, or local action or proceeding (whether judicial, arbitral, or administrative) (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor.
9. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Shareholder Released Claims or Released Claims against any Shareholder Released Party or Released Party in any forum whatsoever, subject in all respects to Section 9.02 of the Master Settlement Agreement. The releases provided for herein (including the term "Shareholder Released

Claims” and “Released Claims”) are intended by the Governmental Entity and its Subdivision Releasors to be broad and shall be interpreted so as to give the Shareholder Released Parties and Released Parties the broadest possible release of any liability relating in any way to Shareholder Released Claims and Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Agreement shall be a complete bar to any Shareholder Released Claim and Released Claims.

10. To the maximum extent of the Governmental Entity’s power, the Shareholder Released Parties and the Released Parties are, as of the Effective Date, hereby released and discharged from any and all Shareholder Released Claims and Released Claims of the Subdivision Releasors.
11. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Agreement.
12. In connection with the releases provided for in the Agreement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Shareholder Released Claims or such other Claims released pursuant to this release, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Shareholder Released Claims or such other Claims released pursuant to this release that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities’ decision to participate in the Agreement.

13. Nothing herein is intended to modify in any way the terms of the Agreement, to which Governmental Entity hereby agrees. To the extent any portion of this Participation and Release Form not relating to the release of, or bar against, liability is interpreted differently from the Agreement in any respect, the Agreement controls.
14. Notwithstanding anything to the contrary herein or in the Agreement, (x) nothing herein shall (A) release any Excluded Claims or (B) be construed to impair in any way the rights and obligations of any Person under the Agreement; and (y) the Releases set forth herein shall be subject to being deemed void to the extent set forth in Section 9.02 of the Master Settlement Agreement.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



Mayor and Council Communication Deliberation Item 8j

DATE: August 5, 2025

FROM: Venus M. Wehle, City Manager

ITEM: Discuss and consider action on Resolution 2025-43, a resolution of the City of Forest Hill, Texas, approving and authorizing the City Manager to execute and submit the ballot indicating acceptance of the Thirteenth Amended Joint Chapter 11 Plan of Reorganization of Purdue Pharma LP and its Affiliated Debtors in Bankruptcy.

BACKGROUND: See staff report

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS: N/A

MOTION:

Motion to approve or deny Resolution 2025-43, a resolution of the City of Forest Hill, Texas, approving and authorizing the City Manager to execute and submit the ballot indicating acceptance of the Thirteenth Amended Joint Chapter 11 Plan of Reorganization of Purdue Pharma LP and its Affiliated Debtors in Bankruptcy.



THE CITY OF FOREST HILL

OFFICE OF THE
CITY MANAGER

STAFF REPORT

To: Honorable Mayor Boardingham and City Council members

From: Venus M. Wehle, PCED
City Manager

Subject: Resolution for the acceptance of the 13th Amended Joint Chapter 11 Plan of Reorganization of Purdue Pharma L.P. and its affiliated debtors

Date: August 5, 2025

The City has the opportunity to participate in two ways in the Purdue Pharma opioid settlements. The proposed Purdue (and Sackler family) opioid settlement is actually two settlements being implemented in connection with Purdue Pharma's bankruptcy proceedings. It consists of a settlement of Purdue's claims against the Sacklers (the "Estate Settlement") to be distributed pursuant to a Chapter 11 bankruptcy plan of reorganization, and a settlement of direct claims against the Sacklers and Purdue Pharma held by states, local governments and other creditors (the "Direct Settlement"). Dollars will flow from both settlements.

For the Direct Settlement, the more cities that participate, the more funds flow to Texas and its subdivisions. Any city that does not participate cannot directly share in any of the Direct Settlement funds. The Texas OAG will be collecting Subdivision Participation Forms for the Purdue/Sackler Direct Settlement through Rubris Inc. Rubris is the Implementation Administrator for the Direct Settlement. The deadline for submission of those forms is September 30, 2025.

As a separate matter, certain eligible Texas subdivisions, including the City of Forest Hill, have received a ballot to vote on the Chapter 11 plan that includes the Estate Settlement. Voting on the plan is separate from participation in the Direct Settlement, and eligible subdivisions must separately (1) vote in the bankruptcy and (2) join the Direct Settlement in order to receive the benefits of both. The City must follow the directions on the bankruptcy documents to submit its vote to approve or reject the Purdue plan of reorganization (Chapter 11 Bankruptcy Plan).

Our city attorney is recommending that our client cities approve the plan for the following reasons:

The Purdue Pharma bankruptcy case, after being overturned by the Supreme Court in 2024, has been revised to remove the non-consensual third-party releases that shielded the Sackler family (Purdue's former owners) from liability claims related to the opioid crisis. Previously, the plan sought to discharge claims against the Sacklers, who were not debtors in the bankruptcy, without the consent of affected claimants.

STAFF REPORT
Resolution for the acceptance of the 13th Amended Joint Chapter 11 Plan of
Reorganization of Purdue Pharma L.P. and its affiliated debtors
PAGE TWO

The new plan, filed on March 18, 2025, and approved by a federal bankruptcy court in June 2025, addresses the concerns raised by the Supreme Court. Here are the key aspects relevant to Class 4 claims:

1. Opt-in settlement: Creditors, including those with Class 4 claims (likely referring to individual victims and related entities), now have the option to release their claims against the Sackler family in exchange for a share of the settlement funds.
2. Preservation of rights: If claimants choose not to opt in and release their claims against the Sacklers, they can still pursue legal action against them in civil court. However, these claimants will only be eligible for a share of the \$900 million paid by the reorganized Purdue Pharma, not the larger sum contributed by the Sacklers.
3. Settlement funds and distribution:
 - The total settlement amount, assuming full creditor participation, is expected to exceed \$7.4 billion.
 - The Sacklers will contribute approximately \$6.5 billion in installments over 15 years, with an initial payment of \$1.5 billion on the effective date of the plan.
 - Purdue will contribute 100% of its assets, including an estimated \$900 million in cash available for distribution at the time of emergence from bankruptcy.
 - A significant portion of the settlement funds will be distributed within the first three years.
 - The plan allocates more than \$850 million specifically for individual victims if they choose to participate in the settlement.
4. Creation of a public benefit company: Purdue will be liquidated and its assets transferred to a new public benefit company, dedicated to developing and distributing opioid addiction treatment and overdose reversal medications at no profit. This new entity will not involve any ownership or control by the Sackler family.
5. Transparency: The plan includes provisions for a document repository, making millions of documents related to Purdue's historical sales and marketing practices available to the public.

This revised plan attempts to address the legal and ethical concerns surrounding non-consensual third-party releases, while still providing compensation to victims and funding for opioid crisis abatement efforts.

CITY OF FOREST HILL, TEXAS

RESOLUTION NO. 2025-43

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOREST HILL, TEXAS, APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AND SUBMIT THE BALLOT INDICATING ACCEPTANCE OF THE THIRTEENTH AMENDED JOINT CHAPTER 11 PLAN OF REORGANIZATION OF PURDUE PHARMA L.P. AND ITS AFFILIATED DEBTORS AND AUTHORIZING THE SUBMISSION THEREOF IN THE FORM OF AN E-BALLOT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Forest Hill, Texas (the "City") has received notice that a solicitation agent, on behalf of Purdue Pharma L.P., its general partner Purdue Pharma, Inc., and Purdue Pharma's wholly owned direct and indirect subsidiaries, as debtors and debtors in possession, is soliciting votes to accept or reject the *Thirteenth Amended Joint Chapter 11 Plan of Reorganization of Purdue Pharma L.P. and Its Affiliated Debtors*, dated March 19, 2025 (the "Plan"); and

WHEREAS, the City can accept or reject the Plan by adopting and submitting an E-Ballot on or before September 30, 2025, at 4:00 p.m. (prevailing Eastern Time), attached hereto and incorporated herein by this reference as Exhibit "A" (the "Ballot Form"); and

WHEREAS, the City Council of the City of Forest Hill, Texas finds there is a substantial need for participation in the Plan and supports acceptance of the Plan and finds it in the public interest to participate in voting on such Plan through the Ballot Form.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FOREST HILL, TEXAS, THAT:

SECTION 1. The City Council of the City of Forest Hill, Texas hereby approves the *Thirteenth Amended Joint Chapter 11 Plan of Reorganization of Purdue Pharma L.P. and Its Affiliated Debtors*, dated March 19, 2025 (the "Plan") and approves and adopts the E-Ballot therefor indicating acceptance of the Plan.

SECTION 2. The City Manager is hereby authorized on behalf of the City to execute, sign, and submit or cause to be submitted said Ballot Form using the City's Unique E-Ballot ID assigned therein, attached hereto and incorporated herein by this reference as Exhibit "A" to Purdue Pharma Ballot Processing c/o Kroll Restructuring Administration LLC online at <https://restructuring.ra.kroll.com/purduepharma> on or before September 30, 2025 at 4:00 p.m. (prevailing Eastern Time).

SECTION 3. This Resolution shall become effective immediately upon passage.

Exhibit A
(Purdue Bankruptcy Ballot Form)

4928-4278-6649, v. 1

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

PURDUE PHARMA L.P., *et al.*,¹

Debtors.

)
) Chapter 11
)

) Case No. 19-23649 (SHL)
)

) (Jointly Administered)
)

**BALLOT FOR VOTING TO ACCEPT OR REJECT
THE THIRTEENTH AMENDED JOINT CHAPTER 11 PLAN OF REORGANIZATION
OF PURDUE PHARMA L.P. AND ITS AFFILIATED DEBTORS**

CLASS 4: NON-FEDERAL DOMESTIC GOVERNMENTAL CLAIMS

Please read and follow the enclosed instructions carefully before completing the ballot. This ballot is being sent to you to solicit your vote on the Debtors' Plan of Reorganization.

**THIS BALLOT MUST BE COMPLETED, EXECUTED AND RETURNED SO AS TO BE
ACTUALLY RECEIVED BY KROLL RESTRUCTURING ADMINISTRATION LLC
("KROLL" OR THE "SOLICITATION AGENT") BY 4:00 P.M. (PREVAILING
EASTERN TIME) ON SEPTEMBER 30, 2025 (THE "VOTING DEADLINE").**

The Solicitation Agent, on behalf of Purdue Pharma L.P. ("Purdue Pharma"), its general partner Purdue Pharma Inc., and Purdue Pharma's wholly owned direct and indirect subsidiaries, as debtors and debtors in possession (collectively, the "Debtors"), is soliciting votes to accept or reject the *Thirteenth Amended Joint Chapter 11 Plan of Reorganization of Purdue Pharma L.P. and Its Affiliated Debtors*, dated March 19, 2025 [D.I. 7306] (together with all schedules and exhibits thereto, and as may be modified, amended or supplemented from time to time, the "Plan"²) from the Holders of certain Impaired Claims against the Debtors.

You are receiving this ballot (the "Ballot") because our records indicate that you have asserted a Claim against the Debtors as of May 12, 2025 (the "Voting Record Date"). Your Claim

¹ The Debtors in these cases, along with the last four digits of each Debtor's registration number in the applicable jurisdiction, are as follows: Purdue Pharma L.P. (7484), Purdue Pharma Inc. (7486), Purdue Transdermal Technologies L.P. (1868), Purdue Pharma Manufacturing L.P. (3821), Purdue Pharmaceuticals L.P. (0034), Imbrium Therapeutics L.P. (8810), Adlon Therapeutics L.P. (6745), Greenfield BioVentures L.P. (6150), Seven Seas Hill Corp. (4591), Ophir Green Corp. (4594), Purdue Pharma of Puerto Rico (3925), Purdue Products L.P. (4140), Purdue Pharmaceutical Products L.P. (3902), Purdue Neuroscience Company (4712), Nayatt Cove Lifescience Inc. (7805), Button Land L.P. (7502), Rhodes Associates L.P. (N/A), Paul Land Inc. (7425), Quidnick Land L.P. (7584), Rhodes Pharmaceuticals L.P. (6166), Rhodes Technologies (7143), UDF LP (0495), SVC Pharma LP (5717) and SVC Pharma Inc. (4014). The Debtors' corporate headquarters is located at One Stamford Forum, 201 Tresser Boulevard, Stamford, CT 06901.

² Capitalized terms used but not defined herein have the meanings ascribed to such terms in the Plan or the Disclosure Statement & Solicitation Procedures Order (as defined herein), as applicable.



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is classified under the Plan in Class 4 (Non-Federal Domestic Governmental Claims). Except as otherwise set forth in the Bar Date Order, all timely filed Claims have been deemed filed against the Debtors, and, therefore, you are being solicited to vote to accept or reject the Plan as provided in Item 2 below on account of your Class 4 Claim.

The rights of Holders of Claims in Class 4 are described in the Disclosure Statement for the Plan, filed on March 19, 2025 [D.I. 7307] (together with all schedules and exhibits thereto, and as may be modified, amended or supplemented from time to time, the “Disclosure Statement”) and the Bankruptcy Court’s order approving the Disclosure Statement and related solicitation procedures [D.I. 7615] (the “Disclosure Statement & Solicitation Procedures Order”). The Solicitation Package you are receiving with this Ballot provides instructions detailing how to access electronic versions, request hard copies or request flash-drive format versions of each of the Disclosure Statement & Solicitation Procedures Order as entered by the Bankruptcy Court (without any exhibits), the Disclosure Statement as approved by the Court (with the Plan annexed thereto) and a letter from the Official Committee of Unsecured Creditors (such letter, the “Creditors’ Committee Letter”). If you would like to obtain additional solicitation materials, free of charge, you may contact the Solicitation Agent by (i) visiting the Debtors’ case website at <https://restructuring.ra.kroll.com/purduepharma>; (ii) writing Purdue Pharma Ballot Processing, c/o Kroll Restructuring Administration LLC, 850 3rd Avenue, Suite 412, Brooklyn, NY 11232; (iii) emailing purduepharmainfo@kroll.com (with “Purdue Pharma Solicitation Inquiry” in the subject line) or (iv) calling the Solicitation Agent at (844) 217-0912 (U.S./Canada, toll-free) or +1 (347) 859-8093 (if calling from outside the U.S. or Canada). You may also access these materials for a fee via PACER at <https://www.nysb.uscourts.gov/>.

Pursuant to the Disclosure Statement & Solicitation Procedures Order, the Bankruptcy Court has approved the Disclosure Statement as containing adequate information under section 1125 of the Bankruptcy Code. Bankruptcy Court approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court. This Ballot may not be used for any purpose other than to vote to accept or reject the Plan. If you believe that you have received this Ballot in error, please contact the Solicitation Agent at the address or telephone numbers set forth above.

For your vote to be counted, this Ballot must be properly completed, signed and returned to the Solicitation Agent so that it is actually received by the Solicitation Agent no later than 4:00 p.m. (prevailing Eastern Time) on September 30, 2025.

If a controversy arises regarding whether any Claim is properly classified under the Plan, the Bankruptcy Court shall, upon proper motion and notice, determine such controversy at the Confirmation Hearing. If the Bankruptcy Court finds that the classification of any Claim is improper, then such Claim shall be reclassified and the Ballot previously cast by the Holder of such Claim shall be counted in, and the Claim shall receive the treatment prescribed in, the Class in which the Bankruptcy Court determines such Claim should have been classified, without the necessity of resoliciting any votes on the Plan. Notwithstanding the fact that your Claim would otherwise satisfy the definition of another type of Claim, or your receipt of a ballot or notice, which identifies your Claim as belonging to a specific Class for voting and distribution purposes, any Claim that satisfies the definition of Co-Defendant Claims under Sections 1.1 and 4.17 of the Plan



shall be a Co-Defendant Claim and any Claim that satisfies the definition of an Other Subordinated Claim under Sections 1.1 and 4.18 of the Plan shall be an Other Subordinated Claim.

If you have any questions on how to properly complete this Ballot, please contact the Solicitation Agent at (844) 217-0912 (U.S./Canada, toll-free) or +1 (347) 859-8093 (international) or by email at purduepharmainfo@kroll.com (with "Purdue Pharma Solicitation Inquiry" in the subject line). You may also contact the Creditors' Committee with any questions at PurdueCreditorInfo@AkinGump.com. **THE SOLICITATION AGENT AND THE CREDITORS' COMMITTEE ARE NOT AUTHORIZED TO, AND WILL NOT, PROVIDE YOU WITH LEGAL ADVICE.**



IMPORTANT NOTICE REGARDING CERTAIN RELEASES (INCLUDING THIRD-PARTY RELEASES), EXCULPATION, INJUNCTION AND CHANNELING INJUNCTION PROVISIONS IN THE PLAN:

Sections 10.6, 10.7, 10.8, 10.9, 10.10, 10.11, 10.12 and 10.13 of the Plan contain release, shareholder release, exculpation, injunction, channeling injunction, MDT Insurer injunction, Settling MDT Insurer injunction and shareholder channeling injunction provisions. Thus, you are advised to review and consider the Plan, the Disclosure Statement and the Creditors' Committee Letter carefully. Below is a summary of the release provisions. For the avoidance of doubt, to the extent any provision of this notice conflicts with the terms of the Plan, the terms of the Plan will control. Capitalized terms used below have the meanings ascribed to such terms in the Plan.

Pursuant to the Plan, certain Releasing Parties are releasing (i) the Released Parties and (ii) the Shareholder Released Parties from certain Claims and Causes of Action.

The Releasing Parties include, collectively, (i) the Supporting Claimants, solely in their respective capacities as such, (ii) the Opt-In Settling Creditors, (iii) the Settling Co-Defendants and (iv) with respect to each of the Persons in the foregoing clauses (i) through (iii), each of their Related Parties to the extent such Releasing Party has the authority under applicable law to grant such release on their behalf, in each case, other than any Shareholder Released Party.

The Released Parties include, collectively, (i) the Debtors, (ii) each of the Debtors' Related Parties, solely in their respective capacities as such, and (iii) solely for purposes of the releases by the Debtors in Section 10.6(a) of the Plan, (A) the Supporting Claimants, the Creditors' Committee and the Creditors' Committee's members and each of their respective professionals, in each case solely in their respective capacities as such and (B) the Settling Co-Defendants and each of their Related Parties, in each case solely in their respective capacities as such; *provided, however*, that, notwithstanding the foregoing or anything herein to the contrary, no Excluded Party or Shareholder Release Snapback Party shall be a Released Party in any capacity or respect. For purposes of this definition of "Released Parties," the phrase "solely in their respective capacities as such" means, with respect to a Person, solely to the extent a claim against such Person (x) arises from such Person's conduct or actions taken in such capacity, or from such Person's identified capacity in relation to another specified Released Party and not, in either case, from such Person's conduct or actions independent of such capacity, and (y) to the extent such Person's liability depends on or derives from the liability of such other Released Party, such claim would be released if asserted against such other Released Party.

The Shareholder Released Parties include the beneficiaries of the separate shareholder release provisions in the Plan. The Plan Supplement will include the Shareholder Settlement, which will provide for, among other things, the settlement of claims against the Shareholder Released Parties.

Your participation in the Third-Party Releases will be governed by the terms of the Governmental Entity Shareholder Direct Settlement.

You are advised to carefully review the Plan, the Disclosure Statement, the Plan Supplement and the Governmental Remediation Trust Documents, which set forth the eligibility requirements and process by which the Governmental Remediation Trust will make payments to Holders of qualified Non-Federal Domestic Governmental Claims. For the avoidance of doubt, to the extent any provision of this notice conflicts with the terms of the Plan, the terms of the Plan will control.





Mayor and Council Communication Deliberation Item 8k

DATE: August 5, 2025

FROM: Venus M. Wehle, City Manager

ITEM: Discuss and consider action on Resolution 2025-44, a resolution of the City of Forest Hill, Texas, amending the Purchasing Policy for the City of Forest Hill.

BACKGROUND: See staff report

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS: N/A

MOTION:

Motion to approve or deny Resolution 2025-44, a resolution of the City of Forest Hill, Texas, amending the Purchasing Policy for the City of Forest Hill.



THE CITY OF FOREST HILL

OFFICE OF THE
CITY MANAGER

MEMO

To: Honorable Mayor Boardingham and City Council members

From: Venus M. Wehle, PCED

Subject: Resolution adopting an amendment to the City of Forest Hill Purchasing Policy

Date: August 5, 2025

The City of Forest Hill Purchasing Policy, instituted for use by City Staff in 2020, formally adopted in 2022, must be amended to conform with new state law.

At the most recent 89th Legislative Session, lawmakers passed SB1173 which increases the monetary thresholds for competitive bidding for school districts and municipalities from \$50,000 to \$100,000. This means purchases or contracts below this new threshold do not require a formal competitive bidding process.

This new bill will allow for fewer procedural delays for city purchases and a savings of staff time, which may enable more agile and cost-effective procurement practices.

This new law becomes effective September 1, 2025.

CITY OF FOREST HILL, TEXAS

RESOLUTION NO. 2025-44

AN RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOREST HILL, TEXAS, AMENDING THE PURCHASING POLICY FOR THE CITY OF FOREST HILL, TEXAS; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Forest Hill, Texas has previously adopted a Purchasing Policy for the City based upon the belief that it is vitally important to adopt a City Purchasing Policy that is in compliance with the City of Forest Hill Charter and the Texas Local Government Code; and

WHEREAS, the Texas Legislature (89th Session) recently passed Senate Bill 1173, which shall be effective September 1, 2025, relating to the amount of an expenditure made by certain political subdivisions for which a competitive procurement method may be required; and

WHEREAS, the City Council finds it to serve the general welfare and to be in the best interest of the City and its citizens to amend its Purchasing Policy to align with the new law, with said amendments to also be effective September 1, 2025;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FOREST HILL, TEXAS:

SECTION 1. The City Council hereby approves the amended Purchasing Policy for the City of Forest Hill, attached hereto and incorporated herein by this reference as Exhibit "A," said amendments to become effective September 1, 2025.

SECTION 2. In the event that the Legislature of the State of Texas amends the laws regarding purchasing and procurement by municipalities in a manner that affects or modifies the procedures contained in the City of Forest Hill Purchasing Policy, such amendment shall be considered to be effective as a modification of the City of Forest Hill Purchasing Policy.

SECTION 3. All provisions of the Resolutions of the City of Forest Hill, Texas, in conflict with the provisions of this Resolution be, and the same are hereby repealed, and

Exhibit A
City Purchasing Policy with amendments effective 9-1-2025

CITY OF FOREST HILL



PURCHASING POLICY

Amended August 5, 2025 (effective Sept. 1, 2025)

PREFACE

State law (Local Government Code, Chapter 252: Purchasing and Contracting Authority of Municipalities) serves as the primary purchasing authority for the City of Forest Hill. In addition to several administrative updates, which further establish standard practices and procedures to create uniformity, economy, efficiency and effectiveness in our purchasing program, Staff incorporated a major revision due to a change in statute. Specifically, the expenditure threshold increased from \$50,000 to \$100,000 in reference to competitive bidding and proposal requirements as well as requirements for outreach to Historically Underutilized Businesses per Senate Bill 1173, effective September 1, 2025.

I. PURPOSE

The purpose of this policy is to establish standard practices and procedures to create a uniformity, economy, efficient and effective purchasing program for the City of Forest Hill.

II. POLICY

It is the policy of the City of Forest Hill to authorize purchases at time and place needed in the proper quantity and of the proper quality, all goods and services required for City operations. Goods and services shall be procured at the lowest possible cost consistent with prevailing economic conditions while establishing and maintaining a reputation for fairness and integrity, with the express intent to promote open and fair conduct in all aspects of the purchasing process.

III. GOVERNING AUTHORITY

The primary governing authority for the City of Forest Hill's Purchasing Policy shall be the City's Charter, in conjunction with Chapter 252 of the Local Government Code: Purchasing and Contracting Authority of Municipalities. All procurement activity shall be governed in accordance with applicable federal, state, and local statutes, ordinances, and codes.

IV. CODE OF ETHICS

Every time items are purchased, city funds are committed. Therefore, this is a responsibility that should not be taken lightly. By participating in the purchasing process, employees of the City of Forest Hill agree to:

- A. Make purchases in the conduct of the City's business only. **To acquire or purchase goods and services for other than official use of the City is fraudulent use and may subject the employee to disciplinary action, up to and including dismissal as specified in the City's Personnel Policy and/or criminal prosecution.**
- B. Avoid the intent and appearance of unethical or compromising practice in relationships, actions, and communications.
- C. Demonstrate loyalty to the City of Forest Hill by diligently following the lawful instructions of the employer, using reasonable care, and only authority granted.
- D. Refrain from any private business or professional activity that would create a conflict between personal interests and the interest of the City of Forest Hill.
- E. Refrain from soliciting or accepting money, loans, credits, or prejudicial discounts, and the acceptance of gifts, entertainment, favors, or services from present or potential suppliers that might influence, or appear to influence purchasing decisions.

- F. Never discriminate unfairly by the dispensing of special favors or privileges to anyone, whether as payment for services or not; and never accept for himself or herself or for family members, favors or benefits under circumstance which might be construed by reasonable persons as influencing the performance of Governmental duties.
- G. Engage in no business with the City of Forest Hill, directly or indirectly, which is inconsistent with the conscientious performance of Governmental duties.
- H. Handle confidential or proprietary information belonging to employer or suppliers with due care and proper consideration of ethical and legal ramifications and governmental regulations.
- I. Never use any information gained confidentially in the performance of Governmental duties as a means of making private profit.
- J. Promote positive supplier relationships through courtesy and impartiality in all phases of the purchasing cycle.
- K. Know and obey the letter and spirit of laws governing the purchasing function and remain alert to the legal ramifications of purchasing decisions.
- L. Expose corruption and fraud wherever discovered.
- M. Uphold these principles, ever conscious that public office is a public trust.

V. FUND AVAILABILITY & PAYMENT AUTHORIZATION

- A. Verification of fund availability is the responsibility of the User Department.
- B. The Finance Department shall verify available funds through the City's financial reporting system during requisition entry. If funds are not available at the time, no purchase will be made until funds are made available with approval from City Manager.
- C. At a minimum, payment approval is required from Department Head to pay for all products and/or services.
- D. As a tax-exempt government agency, the City of Forest Hill does **not** pay sales tax on applicable items. The cardholders can request a copy of the City's tax exemption certificate from Accounts Payable City's. Furthermore, a sales tax identification number is provided on the face of the City's Procurement Card should it be utilized. Employees are responsible for ensuring that the vendor does not include sales tax in the transaction, unless an item is subject to sales tax. **If tax is included in error, the employee may be responsible for reimbursing the tax to the City if it is not recovered**

from the vendor. Contact Accounts Payable for questions in regards to which purchases are subject to tax.

- E. Approved invoices are forwarded directly to the Finance Department with the appropriate supporting documentation and signatures. **If an employee misplaces or loses a receipt or is unable to provide adequate details concerning a purchase, a *Missing Or Lost Receipt Form* must accompany the employer's request for payment. Recurring instances of misplaced or lost receipts may result in the revocation of employee purchasing privileges. Furthermore, the employee will be responsible for reimbursing the City of Forest Hill for all applicable charges, and the City is authorized to deduct any applicable charges from the payroll of the employee if not otherwise reimbursed.**
- F. Payments for goods and services must be paid **no later than 30 days after the later of:**
 - 1) Receipt of goods/services OR receipt of the invoice for the goods/services.
 - 2) Goods/services will be considered received when they have been accepted as usable by the User Department.

VI. LEGAL REQUIREMENTS

- A. Texas Local Government Code, Subchapter B, Section 252.021 defines the requirements for competitive bids. Under no circumstances shall multiple requisitions be used in combination to avoid otherwise applicable bidding requirements or City Council approval. Intentionally splitting purchases to circumvent the competitive bid process (i.e. two or more purchases made to keep the amount under \$100,000) will result in disciplinary action.
- B. Likewise, intentionally splitting purchases to circumvent the three (3) quote requirement process (i.e. two or more purchases made to keep the amount under \$3,000.01) will result in disciplinary action.
- C. Purchases made through an approved Cooperative Purchasing Program satisfy state law competitive bid requirements, as well the City of Forest Hill's requirement for any quote process. Cooperative purchasing occurs when **two or more** governmental entities coordinate some or all purchasing efforts to reduce administrative costs, take advantage of quantity discounts, share specifications, and create a heightened awareness of legal requirements. Cooperative purchasing can occur through interlocal agreements, state contracts, piggybacking, and joint purchases.
- D. Any exemption per Section 252.022, General Exemption of Texas Local Government Code will need the approval from City Manager. The Department Head will need to include a written explanation, as well as copies of all the quotes for City Manager review. Upon

approval from City Manager, attach written explanation and all documentation and send to Finance Department for payment.

VII. QUOTES

- A. Purchases of non-contract goods or services totaling **\$3000 or less require no quotation**. In such instances, departments should make every effort to use the City's procurement card.
- B. Except where otherwise exempted by applicable State law, purchases totaling **\$3,000.01 to \$99,999.99 require a minimum of three (3) quotes**. All quotations received must be in writing from the vendor and will be evaluated by the Department Head who will then authorize the purchase.
 - 1) Chapter 252.0215 of the Local Government Code: Competitive Bidding in Relation to Historically Underutilized Business (HUB) Vendors, states that a municipality, in making an expenditure of **more than \$3,000 but less than \$100,000**, shall contact **at least two HUBs** on a rotating basis. If the list fails to identify a disadvantaged business in the county in which the City is situated, the City is exempt from this section.
 - 2) Historically Underutilized Business (HUB) are defined as any business determined by the State of Texas to be a disadvantaged (minority/woman owned) vendor.
 - 3) Refer to Appendix B for specific instructions on how to conduct a HUB search.

VIII. SEALED COMPETITIVE PROCESS

Except as otherwise exempted by applicable State law, requisitions for item(s) whose aggregate total cost is **\$100,000 or more** must be processed as competitive solicitations (e.g. sealed bids, request for proposals).

- 1) With the approval from the City Manager to begin the competitive process, the User Department shall prepare a bid package with specifications and any other pertinent information. Along with the specifications and other information, the Department may submit suggested vendors for the item(s) requested.
- 2) A notice will be published in Forest Hill's official newspaper to indicate the City's intent to accept bids in accordance with State law. **Bids must be advertised for two (2) consecutive weeks with the first publication at least 14 days prior to the bid opening date.**
- 3) Vendor pre-bid conferences may be conducted if, in the opinion of requesting Department, further explanation or coordination is needed due to the nature of the bid.

- 4) The City Secretary or designee shall publicly open the bids received and read them aloud at a designated time and as indicated in the bid packet. The City Secretary or designee will indicate to those present when the Council will most likely address this item and will make available to those present the names of the vendors and the amount of their respective bids. In the case of an RFP, only the submitter's names will be announced. A tabulation will then be created. A representative from the User Department should be present during bid openings.

IX. AWARD OF CONTRACT

The City of Forest Hill shall award contracts based on criteria deemed in the best interest of the City. The Texas Local Government Code, Section 252.043, states, in part:

- 1) If the competitive sealed bidding requirement applies to the contract for goods or services, the contract must be awarded to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the municipality.
- 2) Before awarding a contract under this section, a municipality must indicate in the bid specifications and requirements that the contract may be awarded either to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the municipality.

X. RECIPROCITY

The State of Texas Reciprocity Law provides that the State or political subdivision cannot award contracts or purchases to non-resident bidders having local preference laws in their resident states, unless their bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

XI. DISCLOSURE OF INFORMATION

Access to bidder-declared trade secrets or confidential information shall be in accordance with the Texas Government Code Chapter 552, the Public Information Act, and applicable City policies implementing this chapter. The Texas Local Government Code Chapter 252.049(b) states, in part:

- A. If provided in a Request For Proposal (RFP), proposals shall be opened in a manner that avoids disclosure of the contents to competing offers and keeps the proposals secret during negotiations. All proposals are open for public inspection after the contract is awarded, but trade secrets and confidential information in the proposals are not open for public inspection.

XII. AUTOMATED INFORMATION TECHNOLOGY PURCHASES

Departments may contact the Finance Department for all technology procurements, so that it can coordinate with Information Technology to ensure that the appropriate solicitation procedure is used and product is sought. Automated information technology purchases include:

- A. The computers on which the information system is automated;
- B. A service related to the automation of the system, including computer software, or the computer; and
- C. A telecommunications apparatus or device that serves as a component of a voice, data, or video communications network for transmitting, switching, routing, multiplexing, modulating, amplifying, or receiving signals on the network.

XIII. PROFESSIONAL SERVICES (EXEMPT FROM SEALED COMPETITIVE PROCESS)

Personal and professional services are exempted from the competitive bidding process and are procured through the use of Request for Qualification (RFQ) documents. The Finance Department is available to consult with departments regarding the preparation of information; however, the presentation of technical and qualifications aspects of personal and/or professional services included in the RFQ documents is the sole responsibility of the requesting department.

- A. Texas Government Code, Chapter 2254, Subchapter A, Professional Services, states that contracts for the procurement of defined professional services may not be awarded on the basis of competitive bids. Instead, they must be awarded on the basis:
 - 1) Of demonstrated competence and qualifications to perform the services;
 - 2) For a fair and reasonable price;
 - 3) Fees are allowed;
 - 4) Must be consistent with and not higher than the recommended practices and fees published by the applicable professional associations; and
 - 5) May not exceed any maximum provided by law.
- B. Professional Services, for the purposes of Government Code Chapter 2254, are defined as those "services within the scope of the practice, as defined by state law, of accounting, architecture, landscape architecture, land surveying, medicine, optometry,

professional engineering, real estate appraising, or professional nursing, or provided in connection with the professional employment or practice of a person who is licensed or registered as a certified public accountant, an architect, a landscape architect, a land surveyor, a physician, including a surgeon, an optometrist, a professional engineer, a state certified or state licensed real estate appraiser, or a registered nurse.”

XIV. SOLE SOURCE PURCHASES (EXEMPT FROM SEALED COMPETITIVE PROCESS)

Sole-source purchases are items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies as defined by local government code. When a department has identified a specific item with unique features or characteristics essential and necessary to the requesting department and no alternate products are available, a written justification must be provided to the Finance Department upon purchase. The legislature exempted certain items from sealed bidding in the Vernon's Texas Codes Annotated - Local Government Code Section 252.022 (a) 7, in part:

- A. Items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies;
- B. films, manuscripts, or books;
- C. gas, water and other utility services;
- D. capital replacement parts or components for equipment;
- E. books, papers, and other library materials for a public library that are available only from the person holding exclusive distribution rights to the materials; and
- F. management services provided by a nonprofit organization to a municipal museum, park, zoo, or other facility to which the organization has provided significant financial or other benefits.

XV. EMERGENCY PURCHASES (EXEMPT FROM SEALED COMPETITIVE PROCESS)

Valid emergencies are those that occur as a result of the breakdown of equipment, which must be kept in operation to maintain the public's safety or health, or whose breakdown would result in the disruption of City operations. When this situation occurs, the department shall contact the Finance Department to conduct the procurement of supplies and services. The Legislature exempted certain items from the competitive sealed process in the Texas Local Government Code Section 252.022(a), including, but not limited to:

- A. A procurement made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of the municipality;

- B. A procurement necessary to preserve or protect the public health or safety of the municipality's residents;
- C. A procurement necessary.

XVI. INELIGIBLE VENDORS

- A. An ineligible vendor shall not be allowed to conduct business until:
 - 1) Financial arrears are paid in full.
 - 2) Inappropriate practices are corrected.
 - 3) Vendors have satisfied any and all penalties imposed by the City.
 - 4) If applicable, a listing of ineligible vendors will be developed and distributed annually by the Finance Department to all other departments, unless a greater frequency is determined by the Director of Finance.
 - 5) At the recommendation of a User Department, the Finance Department may declare a vendor ineligible if it has failed to comply with the terms of a previous award, specifications of a bid or conducted inappropriate business practices.
 - 6) The penalty imposed may be for a period of up to twelve (12) months during which time bids submitted by such vendor shall not be considered.
 - 7) A penalty greater than twelve (12) months due to the severity of the infraction requires the approval of the City Manager or designee.
- B. The City of Forest Hill reserves the right to change, modify, amend, revoke or rescind all or part of this policy in the future.

XVII. AUDIT OF DEPARTMENTAL RECORDS

The Finance Department may audit User Department purchasing files to ensure compliance with the procedures described herein.

XVIII. ANNUAL REVIEW

The Director of Finance shall, at a minimum, submit proposed amendments of this policy to the City Council annually.

APPENDIX A

CITY OF FOREST HILL, TEXAS PURCHASING MATRIX

PURCHASE	\$0 - \$3,000.00	\$3,000.01 - \$99,999.99	\$100,000 & Above
SIGNATURES REQUIRED	▪ Department Head	▪ Department Head ▪ City Manager	▪ City Manager ▪ City Council
PURCHASE ORDER	▪ Not Required ▪ Only If Vendor Needs	▪ Not Required ▪ Only If Vendor Needs	▪ Not Required ▪ Only If Vendor Needs
LEGAL REQUIREMENT	▪ N/A	▪ Three (3) Quotes ▪ Two (2) Of Three (3) Quotes Must Be HUB Vendors In Tarrant County ▪ If HUB(s) not listed, City Is Exempt	▪ Competitive Bid Or ▪ Competitive Proposal
EXEMPT FROM LEGAL REQUIREMENT	▪ N/A	▪ Cooperative Programs Purchases ▪ Sole Source Purchases ▪ Emergency Purchases ▪ Professional Service Purchase	▪ Cooperative Programs Purchases ▪ Sole Source Purchases ▪ Emergency Purchases ▪ Professional Service Purchase - MUST USE REQUEST FOR QUALIFICATIONS PROCESS. REFER TO SECTION XIII.
MINIMUM PAYMENT DOCUMENT(S)	▪ Pay Request ▪ Invoice (Not Quote) ▪ Applicable Receipts ▪ Backup Documents	▪ Pay Request ▪ Invoice (Not Quote) ▪ Applicable Receipts ▪ Backup Documents	▪ Pay Request ▪ Invoice (Not Quote) ▪ Applicable Receipts ▪ Backup Documents
PAYMENT TERMS	▪ TX Prompt Payment Act (No Later 30 Days)	▪ TX Prompt Payment Act (No Later 30 Days)	▪ TX Prompt Payment Act (No Later 30 Days)

Cooperative Programs (Approved Annually As Of 10/03/12): US General Services Administration (GSA), Department of Information Resources (DIR), Texas Building and Procurement Commission (TBPC), Texas Multiple Award Schedules (TXMAS), Texas Procurement and Support Services (TPASS), City of Fort Worth Cooperative Purchasing Program, Parker County Cooperative Purchasing Program, Tarrant County Cooperative Purchasing Program, Texas Interlocal Purchasing System (TIPS), Houston-Galveston Area Council (H-GAC), Local Government Purchasing Cooperative (BuyBoard), The Cooperative Purchasing Network (TCPN), US Communities and Western States Contracting Alliance.

APPENDIX B

CITY OF FOREST HILL, TEXAS HISTORICALLY UNDERUTILIZED BUSINESS (HUB) PROCEDURES

Excerpts from the Texas Local Government Code, Chapter 252, Subchapter B:

- A. Section 252.0215, “ A municipality, in making an expenditure of **more than \$3,000 but less than \$100,000**, shall contact at least two historically underutilized businesses on a rotating basis, based on information provided by the comptroller pursuant to Chapter 2161, Government Code. If the list fails to identify a historically underutilized business in the county in which the municipality is situated, the municipality is exempt from this section.”
- B. Centralized Master Bidders List & Historically Underutilized Business (HUB) Search
 - 1) Go to <http://www.window.state.tx.us/procurement/cmb/cmbhub.html>
 - 2) Click “HUBS on CMBL.”
 - 3) Enter “Class Code, Item Code, District” if available. Description of each is provided by clicking on link directly below.
 - 4) Select “Tarrant” on Texas County dropdown list.
 - 5) Click “Submit Search.”
 - 6) Select appropriate Output Fields on “Select Fields For Detail List” page.
 - 7) Click “Go.”
 - 8) Results will appear.



Mayor and Council Communication Deliberation Item 8I

DATE: August 5, 2025

FROM: Venus M. Wehle, City Manager

ITEM: Discuss and consider action on Resolution 2025-45, a resolution of the City of Forest Hill, Texas, amending the City Council Relations Policy and Code of Ethics.

BACKGROUND: See staff report

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS: N/A

MOTION:

Motion to approve or deny Resolution 2025-45, a resolution of the City of Forest Hill, Texas, amending the City Council Relations Policy and Code of Ethics.



THE CITY OF FOREST HILL

OFFICE OF THE
CITY MANAGER

STAFF REPORT

To: Honorable Mayor Boardingham and City Council members

From: Venus M. Wehle, PCED
City Manager

Subject: Resolution Amending City Council Relations Policy and Code of Ethics

Date: August 5, 2025

The passing of new laws at the 89th Legislative Session requires an amendment to the City' of Forest Hill City Council Relations Policy and Code of Ethics. Additionally, this opportunity affords staff to review and provide other necessary amendments to this document.

The suggested amendments are highlighted in yellow on the revised document that is included in the packet.

CITY OF FOREST HILL, TEXAS

RESOLUTION NO. 2025-45

AN RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOREST HILL, TEXAS, AMENDING THE CITY COUNCIL RELATIONS POLICY AND CODE OF ETHICS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Forest Hill, Texas has previously, on March 3, 2020, adopted a City Council Relations Policy and Code of Ethics, which has thereafter from time to time been further amended; and

WHEREAS, the last session of the Texas Legislature produced laws that will become effective September 1, 2025, which significantly impact portions of the City Council Relations Policy and Code of Ethics; and

WHEREAS, the City Council desires to amend the City Council Relations Policy and Code of Ethics to provide clarity and to align with changes in state law; and

WHEREAS, the City Council thus finds that the City Council Relations Policy and Code of Ethics, as previously adopted and amended, should be further amended to read in its entirety as set forth in attached Exhibit "A;"

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FOREST HILL, TEXAS:

SECTION 1. The City Council hereby amends the City Council Relations Policy and Code of Ethics, as previously adopted and amended, to read, in its entirety, as set forth in Exhibit "A," attached hereto and incorporated herein by this reference.

SECTION 2. All provisions of the Resolutions of the City of Forest Hill, Texas, in conflict with the provisions of this Resolution be, and the same are hereby repealed, and all other provisions not in conflict with the provisions of this Resolution shall remain in full force and effect.

Exhibit A
City Council Relations Policy and Code of Ethics

4921-0878-0377, v. 1



City Council Relations Policy
and
Code of Ethics

Adopted 3/3/2020 and Amended 1/5/21, 2/2/21, 7/19/22, 5/2/23,
7/18/23, 1/14/25, 4/9/25 and 8/5/25

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Mission Statement

The City of Forest Hill is committed to improving the quality of life of its citizens, employees, businesses, and visitors by providing a wholesome and friendly environment, excellent law enforcement and fire protection, safe and enjoyable parks, and community events and activities.

I. Introduction

Nothing contained in this City Council Relations Policy and Code of Ethics shall be deemed to supersede or replace any contrary provision set forth in Texas State law or in the Charter or Code of Ordinances of the City of Forest Hill. In the event of a conflict between this City Council Relations Policy and Code of Ordinances with any applicable State or local law, the State or local law shall prevail.

The Forest Hill City Mayor and City Council comprise the governing body for the citizens of Forest Hill; therefore, they must bear responsibility for the integrity of governance. The Governing Body is responsible for its own development (both as a body and as individuals), its obligations, its own discipline, and its own performance. The development of this policy is designed to ensure effective and efficient governance.

This policy will address Mayor and Council relations, Council and Staff relations, and Council and Media relations. By adopting these guidelines as elected officials, we acknowledge our responsibility to each other, to our professional Staff, and to the public as a whole.

The City Council shall govern the City in a manner associated with a commitment to the preservation of the values and integrity of representative local government and democracy, and a dedication to the promotion of efficient and effective governing. The following statements shall serve as a guide and acknowledge the commitment being made in this service to the community.

1. The Governing Body has high priorities, the continual improvement of the Council member's professional ability, and the promotion of an atmosphere conducive to the fair exchange of ideas and policies among Council members.
2. The Governing Body shall keep the community informed on municipal affairs; encourage communication between the citizens and the Governing Body; strive for strong, working relationships with Tarrant County, the Fort Worth Independent School District, Everman Independent School District, and neighboring communities.
3. The Governing Body pledges to be dedicated to friendly and courteous relationships with Staff, other Council members, and the public, and shall strive to improve the quality and image of public service.
4. The Governing Body shall strive to recognize its responsibility to future generations by considering the social, cultural, and physical characteristics of the community when making policies.

5. The Mayor and each Council member shall pledge to improve the quality of life for the individual and the community and to be dedicated to the faithful stewardship of the public trust.

II. City Council Relations

A. Introduction

This section outlines the respective responsibilities of the Mayor, Council, and the Code of Conduct of each in their respective roles as elected representatives of the people. It holds to the principle that the effective delivery of services and the efficient administration of government is ultimately the aim of all concerned.

The City of Forest Hill is a Home Rule City. It is governed by a Council-Manager form of government. The Council is comprised of six (6) members presided over by the Mayor.

B. Mayoral Responsibilities

1. The Mayor shall be the presiding officer at all Council meetings.
2. The Mayor Pro-Tem or Deputy Mayor Pro-Tem shall preside in the Mayor's absence.
3. The Mayor shall have a voice in all matters before the Council. The Mayor has a vote on any agenda items requiring Council action.
4. The Mayor shall preserve order and decorum and shall require Council members engaged in debate to limit discussion to the question under consideration.
5. The Mayor is the spokesperson for the Council on all ceremonial matters unless absent, at which time the Mayor Pro-Tem, or Deputy Mayor Pro-Tem, or his/her designee shall assume the role.
6. The Mayor shall encourage all Council members to participate in Council discussions and allow each Council member to speak before any Council member can speak again on the same subject.
7. The Mayor is responsible for keeping the meetings orderly by recognizing each Council member for discussion, limiting speaking time, encouraging debate among Council members, and keeping the discussion on the agenda item being considered.
8. Should a conflict arise among Council members, the Mayor serves as a mediator.

C. Council Responsibilities

1. At the request of any Council member of the City Council, the City Manager shall place an item on the agenda for discussion or action.
2. Each Council member is responsible for reviewing the City Council agenda prior to the council meeting and being prepared to attend meetings and discuss the agenda.
3. Each Council member is encouraged to attend at least one Texas Municipal League-sponsored conference annually in order to stay informed on issues facing municipalities if the budget allows for it.
4. It is the responsibility of Council members to be informed about previous actions taken by the Council in their absence. Council members are strongly encouraged to watch recordings of Council meetings missed. In the case of absence from a workshop session where information is given, the individual Council member is responsible for obtaining this information prior to the Council meeting when said item is to be voted upon.
5. When addressing an agenda item, the Council member shall first be recognized by the Mayor and shall confine comments to the question under debate, avoid reference to personalities, and refrain from impugning the integrity or motives of any other Council member or Staff.
6. When a Council member is appointed to serve as liaison to a board, the Council member is responsible for keeping the Council members and City Manager informed of board activity as soon as possible.
7. Neither Council member nor the Mayor shall direct or request the appointment of any person to, or removal from employment by the City Manager or any of the City Manager's subordinates (or in any manner takes part in the appointment or removal of employees in the administrative services of the city). Neither a Council member nor the Mayor shall interfere in the City Manager's recommendation process of the appointment, suspension, or removal of a municipal officer other than Council members and those municipal officers who are appointed by the governing body. **Except for the purpose of inquiry, neither the Mayor nor any Council member thereof shall give orders to any subordinates of the City Manager, either publicly or privately.** Nothing in this section interferes with the role of the Mayor and City Council to determine the selection process of municipal officers as authorized by the Charter.

D. Code of Conduct for Mayor and Council members

Elected and appointed officials are individuals with a wide variety of backgrounds, personalities, values, opinions, and goals. Despite this diversity, all have chosen to serve in public office in order to preserve and protect the present and the future of the community. In all cases, this common goal should be acknowledged even though individuals may not agree on every issue.

1. During the Council meetings, Council members shall preserve order and decorum, shall not interrupt or delay proceedings, and shall not refuse to obey the requests of the Mayor or the rules of the Council.
2. Council members shall demonstrate respect and courtesy to each other, to City Staff members, and members of the public appearing before the Council.
3. Council members shall refrain from rude and derogatory remarks and shall not belittle other Council members, Staff members, or members of the public as this can substantially interfere with the orderly progress of the meeting.
4. Council members shall not use their position to secure special privileges and shall avoid situations that create a perception of bias or partiality in regard to a question before the Council.
5. Council members shall not condone any unethical or illegal activity.
6. Council members shall not interfere with the everyday duties of City Staff. Mayor and Council members should contact the City Manager to discuss City business by phone call, e-mail, or in person. Requests for information as a Council member (i.e. in the Mayor's or Council member's official capacity) shall be directed to the City Manager. Should a Council member wish to seek information in his or her individual capacity through the Texas Public Information Act, those requests shall be treated as any records request by a private citizen.
7. Council members shall deal with City employees, who are subject to the direction and supervision of the City Manager, solely through the City Manager. The Council members shall not give orders/directives to any City employee, either publicly or privately.
8. Council members shall not create a hostile work environment towards employees by verbal, written, or physical presence which disrupts their work environment. If a Council member has knowledge of a hostile work environment, he/she shall notify the City Manager and the City Attorney.

III. Council and Staff Relations Policy

No single relationship is as important as that of the Council and their City Manager in effectively governing the City of Forest Hill. It is for this reason that the Council and City Manager must understand their respective roles in that process.

The City Manager is the primary link between the Council and the professional Staff. Therefore, Council's relationship with the Staff shall be through the City Manager on any issues related to the management or administration of the City. In this manner, the citizens are assured that integrity is evidenced in local governance in the City of Forest Hill.

1. In order to ensure thorough and appropriate presentation of agenda items scheduled to be presented by the City Manager or City staff, questions regarding those items arising from Council member review of their information/agenda packet should, whenever possible, be directed to the City Manager prior to the Council meeting. The goal is to allow staff time in advance of the Council meeting to make any necessary revisions to staff's presentation to address the Council member's questions.
2. The City Manager shall designate the appropriate Staff member (which may be the City Secretary) to be responsible for preparation and presentation of all agenda items scheduled to be presented by the City Manager or City staff and shall see that each presentation is prepared and presented in order to inform and educate the Council on the issues that require Council action.
3. The presentation of all agenda items, whether by City staff or the sponsoring City Council member, shall be professional, timely, and allow for discussion of options for resolving the issue.
4. The person making an agenda item presentation shall, as appropriate, make it clear that no Council action is required, or make it clear that Council action is required and present the Staff recommendation along with the specific options for Council consideration.
5. The City Manager is directly responsible for providing information to all the Council concerning any inquiries by a specific Council member. With the exception of Public Information Act requests, requested information shall be shared with the entire Council. Staff is committed to providing a timely response to a request for information, as such Council members shall respect the time it may take for Staff to provide requested information given the current workload.
6. The City Manager is responsible for the professional and ethical behavior of himself/herself and the discipline of his/her Staff in any matter related to unprofessional or unethical behavior.
7. The City Manager is responsible for ensuring that the Staff receives the education or information necessary to address the issues facing municipal government.
8. The Mayor and City Manager shall address any conflicts arising between the Staff and the Council.
9. All Staff members shall show each other, each Council member, and the public respect and courtesy at all times. They are also responsible for making objective, professional presentations to ensure public confidence in the process.
10. When asked to respond to a question or questions in their professional opinion, Staff may respond without fear of repercussions, retaliation, or disciplinary action.
11. The City Manager, after an election, shall make certain the Staff has prepared information needed for the orientation of new Council members, and inform them of any Texas Municipal League conferences and seminars available.

12. The City Manager shall also be responsible for meeting personally with new Council members to inform them about City facilities and procedures.
13. The City Manager serves as the purchasing agent for the City and supervises the purchase of all material and equipment for which funds are provided in the budget; enters contracts necessary for the operation or maintenance of the City services for amounts approved by the Council.
14. Council members shall treat all Staff as professionals. Clear, honest communication that respects the abilities, experience, and dignity of each individual is expected. Poor behavior towards Staff is not acceptable.
15. Council members shall not disrupt Staff from their jobs. Council members should not disrupt Staff while they are in meetings, on the phone, or engrossed in performing their job functions in order to have their individual needs met.
16. Council members shall as a matter of first report, direct any criticism of a City employee's job performance to the City Manager and shall attempt to address any such issue without public criticism of an individual employee. Council members should attempt to avoid expressions of concerns about the performance of a City employee in public, to the employee directly, or to the employee's manager. Comments about Staff performance should be made to the City Manager through private correspondence or conversation.
17. Council members shall not interfere with administrative functions. Council members acting in their individual capacity must not attempt to influence Staff on the making of appointments, awarding of contracts, selecting of consultants, processing of development applications, or granting of City licenses and permits.
18. Council members should not solicit any type of political support (financial contributions, display of posters or lawn signs, name on support list, etc.) from City Staff. City Staff may, as private citizens with constitutional rights, support political candidates but all such activities must be done away from the workplace.
19. Council members are reminded that an individual Council member has no attorney-client relationship with the City Attorney. The City Attorney represents the City and City Council as a whole and not any individual Council members, the Mayor, the City Manager, or any other official. A Council member desiring to consult with the City Attorney must address that request to the City Manager. If the City Manager is not able to promptly provide the requested information or advice, the City Manager will forward the Council members' request to the City Attorney. Council members who consult with the City Attorney regarding City business enjoy an attorney-client relationship with the attorney as a member of the governing body, but not as an individual. Any response from the City Attorney to an individual Council member's request for legal advice or consultation will be provided to the Mayor and all members of the City Council.

IV. City Council Code of Ethics

Subject to Chapter 2, Article V of the City of Forest Hill Code of Ordinances, and all other applicable provisions of the Charter and/or Code of Ordinances, the following City Council Code of Ethics shall apply. In the event of a conflict, the Code of Ordinances and/or the Charter shall control.

The office of an elected official is one of trust and service to the citizens of Forest Hill. This position creates a special responsibility for the Forest Hill City Council member. In response to this unique challenge, the Forest Hill City Council is expected to govern this City in a manner associated with a commitment to the preservation of the values and integrity of representative local government and local democracy and dedication to the promotion of efficient and effective governing.

To further these objectives, certain ethical principles shall govern the conduct of every Council member, who shall adhere to the following:

1. Dedicate themselves to the highest ideals of honor and integrity in all public and personal relationships so that the Council member may merit the respect and confidence of the citizens of Forest Hill.
2. Recognize the chief function of local government at all times is to serve the best interest of all the citizens of Forest Hill.
3. Be dedicated to public service by being cooperative and constructive, and by making the best and most efficient use of available resources.
4. Refrain from any activity or action that may hinder one's ability to be objective and impartial on any matter coming before the Council.
5. Do not seek or accept gifts or special favors in exchange for official conduct; do not utilize their official position for personal gain; do not use confidential information for personal gain; do not misuse public funds or public property.
6. Avoid the appearance of preferential treatment related to family relationships or close relatives and any interference with the proper administration of the affairs of the City of Forest Hill. Specifically

Nepotism is the showing of favoritism toward a relative. The City forbids the practice of nepotism in hiring personnel or awarding contracts in accordance with state law. No person related within the second degree by affinity or third degree by consanguinity to the Mayor or any Council member or the City Manager or to any employee who would supervise his or her job performances either directly or indirectly shall not be appointed to any paid office or position of the city.

Exception: This prohibition shall not apply to any person who shall have been employed by the city for two (2) or more years prior to and at the time of the election of the Mayor, or Council members, or the appointment of the City Manager so related to him or her.

7. A close relative is defined as a person who is related within the second degree of affinity or the third degree of consanguinity.
8. For purposes of determining a relationship of affinity, the term spouse shall mean persons who are legally married (as evidenced by a marriage license) and those living together in a conjugal relationship and holding themselves out as married.
9. Recognize that public and political policy decisions, based on established values are ultimately the responsibility of the City Council.
10. Conduct business in open, well-publicized meetings in order to be directly accountable to the citizens of Forest Hill. It is recognized that certain exceptions are made by the State for executive sessions and any action as a result of that type of meeting shall be handled later in the open session as noted on the agenda.
11. No Council member shall vote on or participate in the discussion of any matter involving business or real property in which the Council member has a substantial interest if the action will have a specific economic effect on the entity or property distinguished from its effect on the general public. Additionally, the Council member shall file an affidavit with the City Secretary prior to such discussion or vote. Terms used herein are to be interpreted and governed by Chapter 171, Texas Local Government Code, and are not intended to conflict therewith. In addition, all parties shall comply with Local Government Code 176 which states:
 - a. Mayors, Council members, City Managers or Administrators, and certain other officials are required to file a "Conflicts Disclosure Statement" with a City records administrator within seven days of becoming aware of either of the following situations:
 1. A city officer or the officer's family member has an employment or business relationship, resulting in taxable income, with a person who has contracted with the City or with whom the City is considering business.
 2. A city officer or the officer's family member receives and accepts one or more gifts with an aggregate value of \$250 in the preceding 12 months from a person who conducts business or is being considered for business with the officer's City.

Upon announcing a "conflict of interest" the Council member shall leave the Council Chambers during deliberation.

12. A Council member shall not intentionally or knowingly disclose any confidential information gained by reason of said official position concerning the property, operations, policies, or affairs of the city. This rule does not prohibit:
 - a. Any disclosure that is no longer confidential by law; or
 - b. The confidential reporting of illegal or unethical conduct to authorities designated by law.

V. City Council Meeting Information

- A.** This section will explain components of meetings, agendas, presentations, minutes, parliamentary procedure, maintain order, and citizen participation. There are four basic types of meetings, and they are recognized as a Regular Meeting, Special or Called Meeting, Public Hearings, and Workshop Meeting. All meetings are restricted to considerations of items posted on their agendas. Unless items are posted on the agenda, there can be no action or discussion. In order for City Council to convene, proper posting of time, place, purpose, and notification is required for all meetings. All meetings require minutes to be taken. All meetings are open to the public except for Executive Session items. Meetings require a quorum of City Council members to convene.
1. Regular meetings and work sessions. The City Council shall hold its regular monthly meeting on the first Tuesday of each month at 6:00 p.m. in the City Council Chambers. In addition, the City Council may hold a regular work session on the first Tuesday of each month at 6:00 p.m. in the City Council Chambers. The City Council may hold a regular meeting on the third Tuesday of each month at 6:00 p.m. in the City Council Chambers.
 2. Special/Called Meetings: Special /Called meetings are subject to call by the Mayor or the application of three (3) Council members. Except for unusual circumstances, these meetings shall be held at City Hall. The purpose of such meetings is to act upon matters that cannot be delayed until a regular meeting. Quorum for Special /Called meetings is four (4) Council members. Notice of special called meetings must be posted in accordance with state law.
 3. Cancellation or rescheduling; special meetings. A regular meeting or work session may be canceled, moved, or changed by (1) the written directive of the Mayor submitted to the City Secretary or (2) a majority vote of the city council acting in open session. For each such cancellation, the City Secretary shall post notice of such cancellation as required by state law and advise all Council members and affected City staff of such cancellation. Special meetings may be called by the Mayor or by the request of any three City Council members submitted to the City Secretary at least seven (7) business days prior to such meeting together with proposed agenda items for such special meeting.
 4. Public Hearings: The purpose of a public hearing is to present evidence on both sides of an issue. Some public hearings are required by state law, as in the case of the Uniform Budget Law (Sections 102.001 et seq., Local Government Code), which requires a public hearing on the City budget prior to its adoption. Others are voluntarily conducted by the Council to obtain a full range of citizen opinions on important matters, such as a proposed bond issue.
 5. Workshops: Workshops are meetings under the Texas Open Meetings Act and must be properly noticed. A quorum of four (4) of the Council is required. During a workshop, the Council may hear reports on and discuss items listed on the agenda. No official action can be taken on any matter during a workshop. "Town Hall" meetings are generally workshops (or work sessions) called to address one specific topic or issue. At a Town Hall meeting, Council will not engage in two-way discussion with members of the public but will hear concerns and may, at the option of the Council, discuss those concerns among members of the Council.

6. Emergency items: Emergency Special Called meetings or Emergency agenda items must be posted at least 2 hours in advance. Notice is required for a special meeting called in the case of "emergency or urgent public necessity," the nature of which must be stated in the notice. Emergency meetings are extremely rare. Please consult the City Manager, City Attorney, or City Secretary regarding which items qualify. Individuals who have filed a written request for emergency notification will be informed.
7. "Meet and Greet" events: "Meet and Greet" events are generally not conducted as public meetings but are organized to provide an informal opportunity for the Mayor and/or members of the Council to hear the concerns of constituents on a wide variety of topics. A quorum is not required to be present as no City business will be conducted; a notice of possible quorum is, nonetheless, posted in accordance with state law for all "Meet and Greet" events.
8. If the Mayor or a Council member cannot attend a scheduled meeting, in order to have the Council consider excusing the absence, the Mayor or Council member must provide notice of the absence to the City Manager, City Secretary or Mayor by phone, text or email no later than 5:30 p.m. on the day of the meeting.

B. Agenda. The following stipulations relate to the agenda for meetings of the Council.

- 1. NO ACTION CAN BE TAKEN ON ANY ITEM UNLESS THAT ITEM HAS BEEN POSTED ON THE AGENDA FOR THAT MEETING AND THE AGENDA POSTED AT CITY HALL AND IN ACCORDANCE WITH STATE LAW AT LEAST THREE BUSINESS DAYS PRIOR TO THE MEETING.**

2. Preparation of the agenda.

- a. An item not appearing on the agenda shall not be taken up for discussion as a matter of Council business during any Council meeting.
- b. Any member of the Staff wishing to have an item placed on the agenda shall submit that item to the City Manager's office, through regular supervisory channels, for approval. The City Manager may establish procedures for submission of routine items without his or her approval.
- c. Any Council member, including the Mayor, may request in writing three agenda items per meeting. If additional agenda items are requested, the requester must have the support of two other Council members, which may include the Mayor. The Mayor's approval shall not be required for any Council member to place an item on the agenda. In the event of emergencies or situations affecting the City as a whole, the Mayor may place additional items on the agenda without restriction. Written requests under this provision must be submitted by noon on the ninth business day prior to the Council meeting for discussion and action. Business days are any days other than Saturdays, Sundays, and/or local, state, and/or federal holidays. No items can be added after the deadline time and date. The Mayor, Council members, or Staff do not have the authority to add, remove, or change an agenda item other than their own. The Mayor and Council members have no clerical duties, so agendas are prepared by the City Administration. All such requests shall contain the following minimum information in writing:

- (i) The name and department, organization or agency of the person filing the request.
- (ii) The date the request is filed and the date of the meeting at which the matter is to be addressed.
- (iii) A brief, concise statement of the matter to be addressed.
- (iv) A detailed description on how the item is to appear on the agenda.
- (v) A copy of any supportive documents or attachments.

3. Final Approval: The City Secretary will prepare the meeting agenda and provide via email an electronic copy to the Mayor, City Manager, and City Attorney for accuracy, review, and final approval of timely submitted agenda items.

4. Distribution of agenda packets.

a. Agenda packets will be delivered, electronically or digitally, to the Mayor and each Council member on Wednesday evening before the Council meeting. Agenda Packets for special meetings will be distributed electronically or digitally to the Mayor and each Council member as early as possible in advance of such meeting. This should afford ample time for the Mayor and Council members to inquire into the nature of each matter to be discussed and to personally research the matter so as to better inform him or herself before a Council meeting. Council members are encouraged to call the City Manager or the Mayor regarding any questions about items on the agenda or any other matters of concern. Council members are cautioned against engaging in discussions of City business with other Council members outside of a duly noticed open meeting.

C. Council Proceedings.

These procedures shall apply to all meetings of the City Council. The Mayor shall be the presiding officer at all meetings of the City Council and have a voice in all of its proceedings. Council members shall speak in Council meetings only upon being recognized by the presiding officer, whose recognition shall not be unreasonably withheld. In the event of the absence of the Mayor, the Mayor Pro Tem or Deputy Mayor Pro Tem shall be the presiding officer. The Mayor Pro-Tem or Deputy Mayor Pro-Tem shall be able to have a vote in all matters as the Mayor Pro-Tem or Deputy Mayor Pro-Tem continues to be a Council member even when presiding. In the event of the absence of the Mayor, Mayor Pro-Tem, or Deputy Mayor Pro-Tem the Council members in attendance, if constituting a quorum, shall select one of its Council members to preside over that meeting. Mayor and Council members should refrain from private conversations with one another during Council meetings. Council members shall not use cell phones, smart watches, or any other type or kind of digital device to communicate privately with the public during a city council meeting.

1. **Quorum.** Before the Mayor or other presiding officer call a meeting to order, it is the Mayor or other presiding officer's duty to determine, although he or she need not announce, that a quorum is present. If a quorum is not present, the Mayor or other presiding officer shall wait until there is one, or until, after a reasonable time, there appears to be no prospect that a quorum will assemble. If a quorum cannot be obtained, the Mayor or other presiding officer shall call the meeting to order, announce the absence of a quorum, and adjourn the meeting. A roll call of the City council is not required.
2. **Call to order.** All meetings will begin promptly at the hour stated. Four members shall constitute a quorum to conduct business. No action shall be binding or valid unless adopted by the affirmative vote of at least four Council members.
3. **Agenda.** Ordinarily, the Mayor or other presiding officer shall follow the agenda as published; however, the presiding officer shall have the prerogative of addressing items out of order should such change facilitate guests or other factors.
4. **Presentation of agenda items.** Agenda items scheduled by the City Manager shall be presented by the City Manager or the City Manager may call on a Staff to present the item. Staff may attend Council meetings and be available as a resource person; however, they are not to speak on City issues unless directed by the City Manager, Mayor, or the City Council. Agenda items requested by the Mayor or a Council member shall be presented by the requesting person. Documents supporting the agenda item shall be provided by the requesting person to the City Secretary to be included in the agenda packet in accordance with B. 2. c. above.
5. **Presentations from the floor.**
 - a. All guests and other persons who are to speak to the City Council, including Staff, other than the City Manager, City Attorney, or City Secretary who are seated at the table, shall wait in the audience until recognized. When called by the presiding officer for an opportunity to be heard, that person shall move immediately to the podium and make their comments.
 - b. The speaker shall identify herself or himself by name and residential / business status, or the agency/department represented, if any. The speaker shall remain at the podium until all Council questions have been answered and the Mayor has dismissed the speaker. Speaking from the podium will ensure that the recording equipment picks up the presentation.
6. **Council action.** Before an agenda item may be considered by the City Council, a motion and a second shall be made. After the Council has heard all of the facts, reviewed the supporting data, and listened to the arguments for and against each agenda item; it will act by approving or disapproving a motion. In the event that there is no motion or no second to a motion, the item fails for want of the motion or second and no action will be deemed taken.
 - a. The City Council acts in one of two methods. It may adopt a resolution or an ordinance. A resolution is an expression of the will of the Council. The resolution may be written to honor some person, to recognize an event, to ask the City administration to look into a matter, perform a task, to execute a contract, or to fulfill some other

desire of the Council. An ordinance is a law or regulation. The Council adopts an ordinance to establish law for the City, for example: to set traffic regulations, to establish zoning or land use regulations, to set the tax rate, etc. Both ordinances and resolutions require the presentation of the item on the agenda, a motion and a second to the motion, and an affirmative vote of four (4) Council members.

- b. From time to time, a question is raised about the legality of a person making a motion and then voting against his or her own motion. There is no prohibition in doing that.
- c. Nine (9) Basic Rules of Parliamentary Procedure:
 - 1. **City Council Meetings are for the City Council to Conduct Business.** While audience members are generally allowed to listen and observe, and sometimes participate, the emphasis at City Council meetings is rightfully for the City Council, not the public. The rights of the City supersede the rights of individual members. The City Council has the right to make its own rules, which must be observed by all Council members, City Staff, City consultants, and audience members.
 - 2. **All Council members and the Mayor are Equal.** Council members are equal peers who share mutual obligations and rights by virtue of holding public office. Absent laws or ethical restraints, to the contrary, the rights shared by Council members include the inherent authority to (1) attend meetings; (2) make and/or second motions; (3) participate fully in deliberations and debate; and (4) vote.
 - 3. **The Majority Rules.** In general, the City is governed by the will of the majority. This rule is basic to the democratic process. The minority has the right to be heard, but in general, once a decision has been reached by a majority of the Council members present and voting, the minority must then respect and abide by the decision.
 - 4. **Only Germaine Motions will be Recognized.** A motion that is not directly related to the question under consideration is not in order.
 - 5. **One Question at a Time and One Speaker at a Time.** Once a Council member has been recognized, that Council member has been granted the floor, and another Council member may not interrupt him.
 - 6. **Debatable Motions Must Receive Full Debate.** The presiding officer may not put a debatable motion to vote as long as Members wish to debate it. Debate can only be suspended by a 2/3 vote of the Members present, but no fewer than four votes.
 - 7. **Votes Cannot be Reconsidered.** Motions already voted upon cannot be brought back before the City Council at the same meeting.
 - 8. **Personal Remarks are Always Out of Order.** The presiding officer must rule all personal remarks and insults out of order.

9. **Debate is Limited to Motions.** Debate should be directed to motions and not motives, principles, and not personalities.

Caution: A Council member who has completed a conflict of interest affidavit and announced his/her conflict shall abstain from participation in discussion and vote on the particular agenda item for which the conflict of interest exists.

D. Minutes of meetings.

1. The City Secretary or the City Secretary's assistant shall keep minutes of all meetings. The Secretary shall record the proceedings and the tapes shall be kept in accordance with state retention requirements unless there have been questions raised which indicate the possible need to keep the tapes longer.
2. The minutes shall record the presence of each Council member, each City Staff member, and all guests who registered their attendance. The minutes will include all areas of discussion and identify each speaker and the topic, as far as possible, the key point or points that were made. The minutes will not be a verbatim recording of all discussions. The minutes will reflect all motions made, who made and who seconded the motions, although it is not necessary to identify the person seconding a motion. The outcome of each motion, including the roll call vote, if requested, will be included in the minutes. The minutes shall include the key points of any specific comments made by Council members for the record.
3. Each agenda item shall be identified in the minutes by sub-headings to facilitate review by the Mayor and Council members. It is important that the minutes include the name, title, and resident status if applicable of any guests who address the Council as well as the specific subject or request presented.
4. The minutes shall not include verbatim copies of statements or any extraneous discussions; however, any Council member who desires to have a verbatim statement included as a part of the minutes shall provide a typed copy of such verbatim statement to the City Secretary prior to the presentation of such statement. This statement will not be typed into the minutes but shall be attached to the minutes and so noted.
5. Copies of the minutes shall be included in the agenda packets distributed to the Council prior to the next regular meeting. Minutes may be amended should a Council member recognize an incorrect statement and then may be approved by the City Council without a motion unless a Council member desires otherwise. After allowing time for review, the presiding officer may state that the minutes are approved as amended or approved as distributed. Always keep in mind that the minutes are a record of the Council's action, even though they may differ from a tape or other recording of the meeting.

E. Parliamentary procedure.

1. In regular and special meetings, **Robert's Rules of Order** will be followed as far as is feasible. Generally, the City Attorney will be the Parliamentarian for Council meetings. Below is a summary of motions that are commonly used.

ROBERTS RULES CHEAT SHEET

To:	You say:	Interrupt Speaker	Second Needed	Debatable	Amendable	Vote Needed
Adjourn	"I move that we adjourn"	No	Yes	No	No	Majority
Recess	"I move that we recess until..."	No	Yes	No	Yes	Majority
Complain about noise, room temp., etc.	"Point of privilege"	Yes	No	No	No	Chair Decides
Suspend further consideration of something	"I move that we table it"	No	Yes	No	No	Majority
End debate	"I move the previous question"	No	Yes	No	No	2/3
Postpone consideration of something	"I move we postpone this matter until..."	No	Yes	Yes	Yes	Majority
Amend a motion	"I move that this motion be amended by..."	No	Yes	Yes	Yes	Majority
Introduce business (a primary motion)	"I move that..."	No	Yes	Yes	Yes	Majority

The above-listed motions and points are listed in the established order of precedence. When any one of them is pending, you may not introduce another that is listed below, but you may introduce another that is listed above it.

To:	You say:	Interrupt Speaker	Second Needed	Debatable	Amendable	Vote Needed
Object to procedure or personal affront	"Point of order"	Yes	No	No	No	Chair decides
Request information	"Point of information"	Yes	No	No	No	None
Ask for vote by actual count to verify voice vote	"I call for a division of the house"	Must be done before new motion	No	No	No	None unless someone objects
Object to considering some undiplomatic or improper matter	"I object to consideration of this question"	Yes	No	No	No	2/3
Take up matter previously tabled	"I move we take from the table..."	Yes	Yes	No	No	Majority
Reconsider something already disposed of	"I move we now (or later) reconsider our action relative to..."	Yes	Yes	Only if original motion was debatable	No	Majority
Consider something out of its scheduled order	"I move we suspend the rules and consider..."	No	Yes	No	No	2/3
Vote on a ruling by the Chair	"I appeal the Chair's decision"	Yes	Yes	Yes	No	Majority

The motions, points, and proposals listed above have no established order of preference; any of them may be introduced at any time except when the meeting is considering one of the top three matters listed from the first chart (Motion to Adjourn, Recess, or Point of Privilege).

2. Any Council member may call for the question on any issue, and upon seconding by another Council member; the issue to call for the question shall immediately be put to vote. Passage of the motion to address the previous question shall terminate debate on the motion, amendment, or item under discussion and action shall be taken on that item immediately, and the chair shall move to the next item.
3. The Council may agree to limit debate on any business before it. That agreement should be formalized by a majority of the Council on a roll call vote prior to any deliberation on that item.
4. Any Council member may request a roll call vote at any time.

F. Decorum and debate.

1. **IT IS IMPERATIVE THAT THE PRESIDING OFFICER MAINTAIN ORDER AT ALL TIMES. THE OFFICER MUST NOT PERMIT DEBATE OR COMMENTS FROM ANY INDIVIDUAL WHO HAS NOT BEEN RECOGNIZED. INTERRUPTIONS MUST BE SILENCED BY VOICE, USE OF THE GAVEL, OR OTHER MEANS, AND, IN THE EVENT OF ANY PERSON'S FAILURE TO HEED THE DIRECTIONS OF THE PRESIDING OFFICER, THE OFFICER MAY HAVE THAT INDIVIDUAL REMOVED FROM THE ROOM.**
2. When a measure is presented to the Council for consideration, the presiding officer shall recognize the appropriate individual to present the case. When two or more Council members wish to speak, the presiding officer shall name the Council member who is to speak first and may direct that the other shall speak next. No Council member shall interrupt another who is speaking except to make a point of order or to make a point of personal privilege.
3. No member of the public or Council member shall be permitted to indulge in personal attacks, use offensive language, question the motives of other members, charge deliberate misrepresentation, or use language tending to hold another Council member or the public up to contempt.
4. If a Council member is speaking without being recognized or otherwise violating any of the rules of the Council, the presiding officer shall call him or her to order in which case he or she shall immediately be quiet unless permitted to explain. The Council shall, if appealed to, decide the case without debate. If the decision is in favor of the Council member called to order, he or she shall be at liberty to proceed, but not otherwise, and if the disruptions continue, he or she shall be liable to censure or to such punishment as the Council deems proper consistent with state statutes or city ordinances if applicable.
5. In accordance with Roberts Rules of Order, the majority of the City Council may override any decision of the presiding officer regarding the conduct and handling of the Council meeting. In order for a decision of the presiding officer to be overruled, there must be a motion, a second, and a vote by the majority of Council overruling the decision of the presiding officer.

G. Citizen participation at meetings.

1. Persons wishing to speak to the Council, in addition to signing the visitors register, must complete a "speaker request form" and indicate the subject that they wish to address. Ordinarily, one who wishes to address an agenda item will be invited to speak when the agenda item comes up for discussion, provided the speaker request form has been submitted. One who wishes to address a subject not on the agenda will have an opportunity to speak during the citizen testimony agenda item. Citizen comments are limited to three minutes. A citizen **MAY NOT** be given the time of another citizen to speak. The Mayor or Council may make a motion to grant additional time for a citizen to continue speaking. A majority of the Council members would be required to grant additional time. Citizens must be reminded that the Council is prohibited from discussing or acting on any item that has not been posted on the agenda.
2. Fire safety. Citizens are welcome and invited to attend Council meetings. However, the number admitted shall be limited to the fire safety capacity of the Council Chamber.
3. Any attendee to a City Council meeting is prohibited from drinking alcoholic beverages, smoking, or chewing any tobacco products in the Council Chambers.

VI. Regular Council Meeting Agenda Format

The agenda for regular and special meetings of the City of Forest Hill shall be divided into the following types of business:

- a. **Determination of Quorum**
- b. **Call to Order**
- c. **Invocation**
- d. **Pledges of Allegiance to the U.S. flag and the Texas flag**
- e. **Citizen Testimony** – A meeting that is "open to the public" under the Open Meetings Act is one that the public is permitted to attend [Texas Attorney General Opinion No. M-220 (1968)]. The Open Meetings Act permits a member of the public to speak on any item on the agenda for that meeting. In accordance with this Policy, those comments occur immediately prior to the specific agenda item(s). The City Council, through this Policy, has made the decision to allow members of the public to also address the Council on matters that have not been included in the notice for the meeting. Council is prohibited from entering into discussion of those items except to propose to place that subject on the agenda for a future meeting.

The Citizen Testimony on the agenda is for citizens to raise a subject of concern that is not on the agenda for that meeting, City Council shall not engage in discussion but shall listen to the Citizen Testimony. To address the Council, citizens must fill out a form outlining the subject they wish to address and turn in the form to the City Secretary prior to the call to order of the meeting. The speaker will be allowed three (3) minutes and Council is restricted from comments other than to direct the speaker to the proper person or foreman, propose placing the item on a future agenda, or briefly elaborate on current policy. However, the Citizen Testimony is not a question-and-answer session between the speaker and Staff.

The Mayor shall prohibit disruptive and inappropriate comments from the public regarding Staff or Council members.

The registration form to speak under citizens to be heard will read: "You may speak on any subject other than personnel matters or matters under litigation. A time limit of three minutes per speaker is requested. No Council action or discussion may take place on a matter until such matter has been placed on an Agenda and posted in accordance with law."

- f. **Presentations** – The Mayor will recognize individuals, groups, firms, etc. for meritorious service to the citizens of Forest Hill and short presentations, requiring no Council action may be made to the City Council regarding any issue of interest to the citizens of Forest Hill, if applicable.
- g. **Mayor and Council Reports** – This agenda item is reserved for the Mayor and Council members. This item gives the Mayor and Council members the opportunity to make reports, announcements, and request future agenda items. The Mayor will begin and then ask each individual Council member if they desire to make a report.
- h. **Consent Agenda** – A consent agenda contains routine items, which do not need further discussion and may be approved with one motion and vote. An explanatory note to the public shall precede the consent agenda portion of the printed agenda:

"The following items are of a routine or administrative nature. The City Council has been furnished with background and support material on each item, and/or it has been discussed in a previous meeting. **All matters under Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. There will not be a separate discussion of these items unless a Council member so requests, in which event, the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda.** The remaining items will be adopted by one motion and vote of the City Council."

The City Council and City Administration agree in advance on the general type of items that are to be included on the consent agenda. Routine business found on consent agendas will include:

- 1. Minutes
- 2. Approval of revenue license applications and bonds
- 3. Other Items already seen by the City Council in past meetings.

When the consent agenda is used, the City Secretary is to ensure that such consent agenda items are incorporated into the minutes of the City Council Meeting.

- i. **Public Hearings** – Staff will provide introduction of the request and any background information that needs to be presented. The Mayor will open a public hearing for those **in favor** of the change or presenting request and declare that portion of the public hearing closed. The Mayor will open a public hearing for those **against** the change or presenting request and declare that portion of the public hearing closed. The Mayor considers a motion for request if applicable.

- j. **Deliberation Agenda** - Any agenda item requiring a Council vote will be placed here. All supporting documentation for discussion items shall be included in the Council Agenda.

Discussion of any item on the agenda is allowed once an item is read, and a motion and second taken.

- k. **Staff Reports** – This time is set aside for the City Manager and/or Staff to present a report to the City Council. The intent of this item is to keep the Council informed of the status of certain projects and/or announcements. Since specific items may not be listed on the agenda, discussion beyond pertinent questions is prohibited.
- l. **Executive Session** – The Council may adjourn into Executive Session pursuant to Chapter 551, Texas Government Code. On each agenda, immediately following reconvening back into open session, an item shall be posted which reads “take any action necessary pursuant to Executive Session.” This item allows the Council to vote on action that may become necessary after Executive Session.
- m. **Tabling an Agenda Item** – Should a Council member desire to table an item, he/she must make a motion and have a second. A majority vote is required to table. No discussion of the item may occur until a vote on the request to table is taken. If the item is tabled, no further discussion may occur. The Council may table the item to a date certain if the Council desires to hear the item on a date other than the regular Council meeting.

Staff may request that an item be tabled if needed information that the Council should consider is unavailable. Other persons who have an item pending before the Council may request to table their item. The request must be in writing and submitted prior to any formal action on the item being taken.

VII. COUNCIL ORDINANCES AND PUBLICATION OF ORDINANCES.

- A. The City Council may adopt, publish, amend, or repeal an ordinance, rule, or police regulation that:
 - 1. is for the good government, peace, and order of the municipality or for the trade and commerce of the municipality; and
 - 2. is necessary or proper for carrying out a power granted by law to the municipality or to an office or department of the municipality. (Tex. Local Government Code Ann. § 51.001)

VIII. Council Elections

- Elections for municipal officers shall be held on a uniform election date immediately prior to the expiration of the term(s) of the relevant municipal officers and in accordance with the Texas Election Code, Annotated. (Tex. Election Code, Chapter 41).
- A. Council members shall be elected by a Place System and shall be designated as Mayor, Council member Place One, Council member Place Two, Council member Place Three, Council member Place Four, Council member Place Five and Council member Place Six.

- B. The Mayor and Council members shall hold three-year staggered terms of office. Council member Place One, Council member Place Two and Council member Place Three shall be elected in May 2020 and every third year thereafter. The Mayor, Council member Place Four, Council member Place Five and Council member Place Six shall be elected in May 2019 and every third year thereafter.
- C. Elected officials are allowed to exercise the duties of office as soon as the oath of office is given and signing the statements. The oath of office can be given in accordance with Texas Constitution Article XVI, Section 1, Texas Government Code 602.002.
1. By giving notice of a called special meeting: by either the Mayor or three Council members. Only 2 elected presiding officials are required to be present to open the meeting in addition to the City Secretary and City Attorney where the election ballot will be canvassed, the oath of office shall be given, and the elected official shall sign their statement. The oath of office can be administered by anyone with a notary public or higher i.e.: a judge, a retired judge, clerk of municipal court, also see statutes.
 2. Elected officials must be sworn in at the time of the Canvass meeting not later than the 11th day after the Election Day and not earlier than the third day after Election Day. The ballot shall be cast, the oath shall be administered, and elected officials sign the statement, and shall take their position on Council. The next scheduled order of business shall be the appointment of a Mayor Pro-Tempore to be approved by the Council. References: Texas Election Code 67.003(b) 1, 67.004(a), 67.016, Government Code 602.002, 603.003.
 3. Election Procedure for the Mayor Pro Tempore. The City Council shall annually, at the first meeting in June, or as soon as practicable, elect from among its members a Mayor Pro Tempore who shall act as Mayor during the absence or disability of the Mayor; additionally, the City Council shall annually, at the first meeting in June, or as soon as practicable, elect from among its members a Deputy Mayor Pro Tempore who shall act as Mayor during the absence or disability of the Mayor and the Mayor Pro Tempore.

IX. Compensation

- A. Effective with each Mayor's term, that Mayor shall receive no compensation.
- B. Effective with each Council member's term, the Council member shall receive no compensation.

X. Council Travel Policy

- A. The City of Forest Hill will in accordance with this Policy reimburse the Mayor and City Council for reasonable in-state training or travel expenses incurred while on assignments away from normal work locations. Any request for reimbursement shall be accompanied by an itemized receipt for said expense. Reimbursements for travel expenses for the Mayor and each City Council member shall not exceed the available balance of the travel fund allocated for that official in the City's current operating budget. Travel expenses incurred which exceed that amount will not be reimbursed. Reimbursable expenses are limited to reasonable amounts. Reimbursement of expenses incurred in association with or for travel out-of-state for the Mayor and City Council is prohibited.
- B. Within their election year, no Mayor or Council member shall be allowed to travel for business or training anywhere within three (3) months of the election. If a Council member chooses to travel within three (3) months of the election, the Council member will be personally responsible for all travel arrangements and costs.
- C. Council members who have been asked to serve on National Boards/Committees such as the Texas Municipal League, National League of Cities, or any constituent board/committee must be aware of that affiliate's travel policy and adhere to such policy. Additionally, travel expenses which are not permitted under the terms of grants, contracts, or agreements with other agencies will not be charged as costs to those grants, contracts, or agreements.
- D. The City Secretary will be responsible for arranging all travel for business or training purposes for the Mayor and Council members. City officials should contact the City Secretary for guidance and assistance on procedures related to travel arrangements, expense reports, reimbursement for specific expenses, or any other matters related to Council travel.
- E. Council members who are involved in an accident while traveling on business must promptly report the incident to the City Manager or City Secretary.
- F. A non-Council member may accompany Council members on business travel, only when the presence of such companion will not interfere with the successful completion of business objectives. Generally, Council members are also permitted to combine personal travel and business travel. Additional expenses arising from such personal or non-business travel are the responsibility of the Council member and will not be reimbursed. Costs incurred by or for travel companions or persons other than the Council member will not be reimbursed.
- G. Travel advance may be paid when business travel expenses are expected to exceed five hundred dollars (\$500.00). When travel is completed, city officials shall complete and submit a travel expense report to the City Manager on the appropriate form(s) within 15 days. Itemized receipts will be required for each item of expense for which reimbursement is requested. Any amount not supported by such receipt shall not be considered for reimbursement. The Council member shall, within 15 days of

completion of travel, reimburse the City for any portion of the travel advance received by that member which is not supported by an itemized receipt.

- H. Where the use of a personal vehicle is judged to be the most reasonable means of transportation in the conduct of official city business, reimbursement will be at the current IRS mileage rate. In order to determine the reimbursable mileage amount, the City Secretary will utilize MapQuest or a similar program.
- I. When two or more Council members are traveling to the same location for the same purpose, they should travel together whenever possible to avoid unnecessary travel expenses. When two or more Council members travel in a single personally owned automobile, only one Council member will receive mileage reimbursement.
- J. In cases where a rental car is used, Council members do not need the optional insurance coverage; the City's auto liability coverage (Texas Municipal League Intergovernmental Risk Pool) will suffice. Council members' personal auto insurance will pay for damage to the auto unless a city official obtains (purchases) the collision damage waiver.
- K. Conference registration checks will be made out only to the organization sponsoring the conference."

XI. Council Access to City Computers

With the exception of a City-issued smartphone and/or tablet, when issued, no City Council member shall access any City computer or the City computer system without express approval of the City Manager, authorizing the access for specific Council actions. Requests for public information by the Mayor or any City Council member, in the official capacity, shall be directed to the City Manager who shall promptly respond to the request in accordance with state law.

XII. Council E-Mail

Each Forest Hill Council member will be assigned a City e-mail address to be utilized by the member for all communications involving City business.

XIII. City-issued Equipment

Any equipment issued to the Mayor or Council member shall be used for official use only. Any violation of this policy will result in the denial of the privilege to use City equipment.

XIV. City-Owned Vehicles

City vehicles are for the use of paid employees only.

XV. Access to City Facilities

The Mayor shall be provided with a key or access code or card to provide 24-hour/day access to the Mayor's office (located within the Forest Hill City Hall), the Forest Hill Civic and Convention Center, and the Forest Hill Senior Center.

XVI. Media Relations Policy

It is recommended that the Mayor and Council members refer all media questions relating to City business to the City Manager who will coordinate, as appropriate, with relevant department heads and the City Attorney, to provide any media statement or response.

XVII. Sanctions

a. *Ethics Training for Local Officials*

Council members and Board Members who are out of compliance with State or City mandated requirements for ethics training shall not represent the City on intergovernmental assignments or Council subcommittees and may be subject to sanctions.

b. *Behavior and Conduct*

The Forest Hill Code of Ethics and Conduct expresses standards of ethical conduct expected for Members of the Forest Hill City Council and Boards. Members themselves have the primary responsibility to ensure that ethical standards are understood and met and that the public can continue to have full confidence in the integrity of government. The chairs of Boards and the Mayor and Council have the additional responsibility to intervene when actions of Members that appear to be in violation of the Code of Ethics and Conduct are brought to their attention.

Council members:

Council members who intentionally and repeatedly do not follow proper conduct may be reprimanded or formally censured by the Council, lose seniority or committee assignments (both within the City of Forest Hill and with intergovernmental agencies), or other privileges afforded by the Council. Serious infractions of the Code of Ethics or Code of Conduct could lead to other sanctions as deemed appropriate by the Council.

Individual Council members should point out to the offending Council member perceived infractions of the Code of Ethics and Conduct. If the offenses continue, then the matter should be referred to the Mayor. If the Mayor is the individual whose actions are being questioned, then the matter should be referred to the Mayor Pro-Tem or Deputy Mayor Pro-Tem. It is the responsibility of the Mayor (or Mayor Pro-Tem or Deputy Mayor Pro-Tem) to initiate action if a Council member's behavior may warrant sanction. If no action is taken by the Mayor (or Mayor Pro-Tem or Deputy Mayor Pro-Tem), then the alleged violation(s) can be brought up with the full Council.

Board/Committee/Commission Members:

The City Council may impose sanctions on Board/Committee/Commission Members whose conduct does not comply with the City's policies, up to and including removal from office. The City Council may, by majority vote, initiate a recall election. Any form of discipline imposed by Council shall be determined by a majority vote of at least a quorum of the Council at a noticed public meeting and such action shall be preceded by a Report to Council with supporting documentation.

When warranted, the majority of City Council deemed may call for an investigation of Board/Committee/Commission Member. Should the City Manager or City Attorney believe an investigation is warranted, they shall confer with the Council. The Council, after due consideration, shall direct the City Manager or the City Attorney to investigate the allegation and report the findings.

These sanctions are cumulative with any other available remedy. In order to protect and preserve good government, any individual including the City Manager and the City Attorney after complying with Rule 1.12 of the Texas Disciplinary Rules of Professional Conduct, who knows or reasonably believes a Member acts or intends or refuses to act in a manner that is or may be a violation of law reasonably imputable to the organization, or in a manner which is likely to result in substantial injury to the organization, may report the violation to the appropriate governmental authorities after compliance with any other obligations in the Rule of Professional Conduct.

XIII. Implementation

This Code of Ethics and Conduct is intended to be broadly interpreted to give it full force and effect. It is an expression of the standards of conduct expected of Council members and Staff.

For this reason, this document shall be included in the regular orientations for elected Council members and appointed Board or Commission members. It shall be included in the candidate's application packet for City Council, and applicants to a Board. Members entering office shall sign a statement acknowledging they have read and understand the Code of Ethics and Conduct and pledge to abide by it. In addition, the Code of Ethics and Conduct shall be periodically reviewed by the City Council and updated as necessary.

Amendments

Amendment to the City Council Relations Policy and Code of Ethics previously adopted March 3, 2020, at Section V “City Council Meeting Information”, subsection B. “Agenda”, paragraph 2. “Preparation of the agenda” at subparagraph c thereof to read in its entirety as follows:

“Section V. City Council Meeting Information

...
B. Agenda. . . .

2. Preparation of the agenda.

...
c. Any Council member may request in writing one agenda item per meeting. If additional agenda items are requested, the requestor must have the support of the Mayor and one other Council member. Written requests under this provision must be submitted by noon the Wednesday prior to the Council meeting for discussion and action. No items can be added after the deadline time and date. The Mayor, Council members, or Staff do not have the authority to add, remove, or change an agenda item other than their own. The Mayor and Council members have no clerical duties, so agendas are prepared by the City Administration.

(Amended January 5, 2021)

Amendment to the City Council Relations Policy and Code of Ethics previously adopted March 3, 2020 at Section XV “Access to City Facilities” to read in its entirety as follows:

XV. Access to City Facilities

The Mayor and Council members shall have access to city facilities during the following times: Monday, Wednesday, Thursday, and Friday 8 a.m. to 5 p.m., and Tuesday 8 a.m. to 8 p.m. for Council meetings.

(Amended February 2, 2021)

“XV. City Facilities

(a) Access to City Facilities

The Mayor shall be provided with a key or access code or card to provide 24-hour/day access to the Mayor’s office and Council workstation areas located within the Forest Hill City Hall, the Forest Hill Civic and Convention Center, and the Forest Hill Senior Center. Council members shall be provided with a key or access code or card to provide access to the City Council Workstation area located within the Forest Hill City Hall during the following times: Monday through Friday, 8:00 a.m. to 6:00 p.m. and on any Tuesday when a Council meeting is being held, the access shall be extended to 8:00 a.m. to 8:00 p.m. In the event a city council member requires after-hours entry outside of these hours, the Mayor may be contacted to provide that access.

(b) City Council Workstation Area

The City Council will be provided with a workstation area located within the City Hall, equipped with a maximum of three desks/workstations. The workstation area is for use by City Council members as needed for the performance of City business. Council members must be mindful of each other and must avoid appearing or remaining in the Council workstation area in numbers that would constitute a quorum. Business meetings or conference calls shall not be conducted in the workstation area but, rather, shall be scheduled with the City Manager and conducted in one of the City's conference rooms, subject to availability. Necessary office supplies for the workstation area will be provided by the City and may be requested through the City Manager. No personal items or decorations shall be left on or in the workstation area or furnishings except that Council members may provide to the City Manager framed election certificates to be hung on the wall in the workstation area. Workstations/desks are for the use of all Council members as needed. Books and reference materials in the workstation area are for the use of all council members in the workstation area and may not be removed."

(Amended July 19, 2022)

Amendment to the City Council Relations Policy and Code of Ethics previously adopted March 3, 2020 at section X "Council Travel Policy"

X. Council Travel Policy

- A. The City of Forest Hill will in accordance with this Policy reimburse the Mayor and City Council for reasonable in-state training or travel expenses incurred while on assignments away from normal work locations. Any request for reimbursement shall be accompanied by an itemized receipt for said expense. Reimbursements for travel expenses for the Mayor and each City Council member shall not exceed the available balance of the travel fund allocated for that official in the City's current operating budget. Travel expenses incurred which exceed that amount will not be reimbursed. Reimbursable expenses are limited to reasonable amounts. Reimbursement of expenses incurred in association with or for travel out-of-state for the Mayor and City Council is prohibited.
- B. Within their election year, no Mayor or Council member shall be allowed to travel for business or training anywhere within three (3) months of the election. If a Council member chooses to travel within three (3) months of the election, the Council member will be personally responsible for all travel arrangements and costs.
- C. Council members who have been asked to serve on National Boards/Committees such as the Texas Municipal League, National League of Cities, or any constituent board/committee must be aware of that affiliate's travel policy and adhere to such policy. Additionally, travel expenses which are not permitted under the terms of grants, contracts, or agreements with other agencies will not be charged as costs to those grants, contracts, or agreements.
- D. The City Secretary will be responsible for arranging all travel for business or training purposes for the Mayor and Council members. City officials should contact the City

Secretary for guidance and assistance on procedures related to travel arrangements, expense reports, reimbursement for specific expenses, or any other matters related to Council travel.

- E. Council members who are involved in an accident while traveling on business must promptly report the incident to the City Manager or City Secretary.
- F. A non-Council member may accompany Council members on business travel, only when the presence of such companion will not interfere with successful completion of business objectives. Generally, Council members are also permitted to combine personal travel and business travel. Additional expenses arising from such personal or non-business travel are the responsibility of the Council member and will not be reimbursed. Costs incurred by or for travel companions or persons other than the Council member will not be reimbursed.
- G. Travel advance may be paid when business travel expenses are expected to exceed five hundred dollars (\$500.00). When travel is completed, city officials shall complete and submit a travel expense report to the City Manager on the appropriate form(s) within 15 days. Itemized receipts will be required for each item of expense for which reimbursement is requested. Any amount not supported by such receipt shall not be considered for reimbursement. The Council member shall, within 15 days of completion of travel, reimburse the City for any portion of the travel advance received by that member which is not supported by an itemized receipt.
- H. Where use of a personal vehicle is judged to be the most reasonable means of transportation in the conduct of official city business, reimbursement will be at the current IRS mileage rate. In order to determine the reimbursable mileage amount, the City Secretary will utilize MapQuest or a similar program.
- I. When two or more Council members are traveling to the same location for the same purpose, they should travel together whenever possible to avoid unnecessary travel expenses. When two or more Council members travel in a single personally owned automobile, only one Council member will receive mileage reimbursement.
- J. In cases where a rental car is used, Council members do not need the optional insurance coverage; the City's auto liability coverage (Texas Municipal League Intergovernmental Risk Pool) will suffice. Council member's personal auto insurance will pay for damage to the auto unless a city official obtains (purchases) the collision damage waiver.
- K. Conference registration checks will be made out only to the organization sponsoring the conference."

(Amended January 17, 2023)

Amendment to the City Council Relations Policy and Code of Ethics previously adopted March 3, 2020, at Chapter 2 “Administration and Personnel”, Article 2.02 “City Council” by amending Section 2.02.001 “Meetings and Works Session”.

Sec. 2.02.001 Meetings and work sessions

(a) Regular meetings and work sessions. The City Council shall hold its regular monthly meeting on the first Tuesday of each month at 6:00 p.m. in the City Council Chambers. In addition, the City Council may hold a regular work session on the first Tuesday of each month at 5:00 p.m. in the City Council Chambers. The City Council shall hold a regular meeting on the third Tuesday of each month at 6:00 p.m. in the City Council Chambers.

(b) Cancellation or rescheduling; special meetings. A regular meeting or work session may be canceled, moved, or changed by (1) the written request of the Mayor and two other Council members submitted to the City Secretary or (2) a majority vote of the city council acting in an open session. For each such cancellation, the City Secretary shall post notice of such cancellation as required by state law and advise all Council members and affected City staff of such cancellation. Special meetings may be called by the mayor or by the request of any three city council members submitted to the city secretary at least four days prior to such meeting together with proposed agenda items for such special meeting.

(Amended May 2, 2023)

Amendment to the City Council Relations Policy and Code of Ethics previously adopted March 3, 2020 at section V “City Council Meeting Information”

V. City Council Meeting Information

...

B. Agenda. The following stipulations relate to the agenda for meetings of the Council.

...

4. Distribution of agenda packets.

a. Agenda packets will be delivered, either electronically or to the Council member's City mailbox, on the Friday evening before the Council meeting. Agenda Packets for special meetings will be distributed either electronically or to the Council member's City mailbox as early as possible in advance of such meeting. This should afford ample time for the Mayor and Council members to inquire into the nature of each matter to be discussed and to personally research the matter so as to better inform him or herself before a Council meeting. Council members are encouraged to call the City Manager or the Mayor regarding any questions about items on the agenda or any other matters of concern. Council members are cautioned against engaging in discussions of City business with other Council members outside of a duly noticed open meeting.”

(Amended July 18, 2023)

Amendment to the City Council Relations Policy and Code of Ethics previously adopted March 3, 2020, at Section III “Council and Staff Relations Policy”, by amending number 19 City Attorney Contact”.

III. Council and Staff Relations Policy

19. Council members are reminded that an individual Council member has no attorney-client relationship with the City Attorney. The City Attorney represents the City and City Council as a whole and not any individual Council members, the Mayor, the City Manager, or any other official. A Council member desiring to consult with the City Attorney must address that request to the City Manager. If the City Manager is not able to promptly provide the requested information or advice, the City Manager will forward the Council members’ request to the City Attorney. Council members who consult with the City Attorney regarding City business enjoy an attorney-client relationship with the attorney as a member of the governing body, but not as an individual. Any response from the City Attorney to an individual Council member’s request for legal advice or consultation will be provided to the Mayor and all members of the City Council.

(Amended August 1, 2023)

Amendment to the City Council Relations Policy and Code of Ethics previously adopted March 3, 2020, at Chapter 2 “Administration and Personnel”, Article 2.02 “City Council” by amending Section 2.02.001 “Meetings and Works Session”.

Sec. 2.02.001 Meetings and work sessions

(b) Cancellation or rescheduling; special meetings. A regular meeting or work session may be canceled, moved, or changed by (1) the written directive of the Mayor submitted to the City Secretary or (2) a majority vote of the city council acting in open session. For each such cancellation, the City Secretary shall post notice of such cancellation as required by state law and advise all Council members and affected City staff of such cancellation. Special meetings may be called by the mayor or by the request of any three city council members submitted to the city secretary at least four days prior to such meeting together with proposed agenda items for such special meeting.

(Amended August 1, 2023)

Amendment to the City Council Relations Policy and Code of Ethics previously adopted March 3, 2020 at section V “City Council Meeting Information”

“V. City Council Meeting Information

...

B. Agenda. The following stipulations relate to the agenda for meetings of the Council.

...

4. Distribution of agenda packets.

a. Agenda packets will be delivered, electronically or digitally, to the Mayor and each Council member on Friday evening before the Council meeting. Agenda Packets for special meetings will be distributed electronically or digitally to the Mayor and each Council member as early as possible in advance of such meeting. This should afford ample time for the Mayor and Council members to inquire into the nature of each matter to be discussed and to personally research the matter so as to better inform him or herself before a Council meeting. Council members are encouraged to call the City Manager or the Mayor regarding any questions about items on the agenda or any other matters of concern. Council members are cautioned against engaging in discussions of City business with other Council members outside of a duly noticed open meeting.”

(Amended January 14, 2025)

Amendment to the City Council Relations Policy and Code of Ethics previously adopted March 3, 2020 at section V “City Council Meeting Information”

“V. City Council Meeting Information

• • •

B. Agenda. The following stipulations relate to the agenda for meetings of the Council.

• • •

2. Preparation of the agenda.

Any Council member, including the Mayor, may request in writing three agenda items per meeting. If additional agenda items are requested, the requester must have the support of two other Council members, which may include the Mayor. The Mayor’s approval shall not be required for any Council member to place an item on the agenda. In the event of emergencies or situations affecting the City as a whole, the Mayor may place additional items on the agenda without restriction. Written requests under this provision must be submitted by noon on the Wednesday prior to the Council meeting for discussion and action. No items can be added after the deadline time and date. The Mayor, Council members, or Staff do not have the authority to add, remove, or change an agenda item other than their own. The Mayor and Council members have no clerical duties, so agendas are prepared by the City Administration.

(Amended April 9, 2025)

4922-5005-2435, v. 2



Mayor and Council Communication Deliberation Item 8m

DATE: August 5, 2025

FROM: Venus M. Wehle, City Manager

ITEM: **Submit the no-new-revenue and voter-approval tax rates to the City Council.**

BACKGROUND: See staff report

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS: N/A

MOTION:

No motion needed.



THE CITY OF FOREST HILL

OFFICE OF THE
CITY MANAGER

STAFF REPORT

To: Honorable Mayor Boardingham and City Council members

From: Venus M. Wehle, PCED
City Manager

Subject: Submit the no-new revenue and voter approval tax rates to the City Council

Date: August 5, 2025

Finance Director Sharon Jungman will present the no-new revenue and voter approval tax rates as calculated for FY26.



Mayor and Council Communication Deliberation Item 8n

DATE: August 5, 2025

FROM: Venus M. Wehle, City Manager

ITEM: Discuss and consider approval of Resolution 2025-46, a resolution of the City of Forest Hill, Texas, approving as the proposed Ad Valorem tax rate the tax rate of \$0.700439 for fiscal year 2026. (record vote) Council.

BACKGROUND: See staff report

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS: N/A

MOTION:

Motion to approve or deny Resolution 2025-46, a resolution of the City of Forest Hill, Texas, approving as the proposed Ad Valorem tax rate, the tax rate of \$0.700439 for Fiscal Year 2026.



THE CITY OF FOREST HILL

OFFICE OF THE
CITY MANAGER

MEMO

To: Honorable Mayor Boardingham and City Council members

From: Venus M. Wehle, PCED
City Manager

Subject: Proposed Ad Valorem tax rate

Date: August 5, 2025

In preparing the FY' 26 Proposed Budget and documents relative to setting the City's Ad Valorem Tax Rate, staff is proposing to lower the current tax rate to \$0.700439 per \$100 valuation.

More information will be provided during the Budget Workshop.

CITY OF FOREST HILL, TEXAS

RESOLUTION NO. 2025-46

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOREST HILL, TEXAS, APPROVING THE PROPOSED PROPERTY TAX RATE OF \$0.700439 FOR FISCAL YEAR 2026; PROVIDING FOR PUBLICATION AS REQUIRED BY THE TEXAS PROPERTY TAX CODE; CALLING FOR AND SCHEDULING PUBLIC HEARINGS FOR SEPTEMBER 16, 2025, AT 6:00 P.M. TO CONSIDER ADOPTION OF THE FISCAL YEAR 2026 BUDGET AND PROPERTY TAX RATE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has received the calculated no-new-revenue tax rate, the voter approval tax rate, and the de minimis tax rate as presented by the Dallas County Tax Assessor/Collector's Office; and

WHEREAS, the Texas Property Tax Code, Chapter 26, as amended, provides specific procedures by which to consider the proposed tax rate; and

WHEREAS, the City Council further deems it advisable to give notice of its intent to hold public hearings on the adoption of the fiscal year 2026 budget and property tax rate for the City of Forest Hill, Texas as hereinafter provided; and

WHEREAS, it is hereby officially found and determined that the meeting at which this Resolution was passed was open to the public and public notice of the meeting was given, all as required by Chapter 551, Texas Government Code.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FOREST HILL, TEXAS THAT:

SECTION 1: The City Council of the City of Forest Hill, Texas does hereby approve the rate of \$0.700439 per \$100 valuation as the City's proposed property tax rate for Fiscal Year 2026.

SECTION 2: The City Council of the City of Forest Hill, Texas met in a public meeting on the date set forth hereinbelow and accepted this resolution with a majority vote as follows:

Stephanie Boardingham, Mayor	Aye	Nay	Abstain	Absent
Carlie Jones, Place 1	Aye	Nay	Abstain	Absent
Anthony Cook Place 2	Aye	Nay	Abstain	Absent
Timey Boardingham, Place 3	Aye	Nay	Abstain	Absent
Janet Carpenter, Place 4	Aye	Nay	Abstain	Absent
Keith Smith, Place 5	Aye	Nay	Abstain	Absent
Sonja Coleman, Place 6	Aye	Nay	Abstain	Absent

SECTION 3: The content and vote taken on this resolution shall be published in the official newspaper of the City and on the City's television and internet, as may be applicable, as provided by the Texas Property Code.

SECTION 4: The City Council of the City of Forest Hill, Texas, does hereby order that a public hearing be scheduled to consider adoption of a tax rate for Fiscal Year 2026, for September 16, 2025, at 6:00 PM, and that notice of thereof and of the no-new-revenue tax rate, a voter-approval tax rate, and approved proposed tax rate for the City for Fiscal Year 2026 is hereby authorized to be published as required by law.

SECTION 5: The City Secretary shall cause said notice to be published in a newspaper of general circulation in the area of said City, as required by Section 26.06, Texas Tax Code, with the hearing to be held no earlier than the fifth day after the date the notice of the public hearing is given.

SECTION 7: The City Council of the City of Forest Hill, Texas, does hereby order that a public hearing be scheduled to consider a budget for Fiscal Year 2026, for September 16, 2025, at 6:00 PM.

SECTION 8: Notice of the public hearing on the budget for the City of Forest Hill, Texas for Fiscal Year 2026 is hereby authorized to be published as required by law and the City Secretary shall cause said notice to be published in a newspaper of general circulation in the area of said City, as required by Section 102.0065, Texas Local Government Code, with the hearing to be held not earlier than the 30th or later than the 10th day before the date of the budget hearing.

SECTION 9: This resolution shall become effective immediately upon its passage.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FOREST HILL, TEXAS ON THIS THE ____ DAY OF AUGUST, 2025.

APPROVED:

Stephanie Boardingham, Mayor

ATTEST:

Amy Anderson, City Secretary

APPROVED AS TO FORM:

Courtney Goodman-Morris, Asst. City Attorney



Mayor and Council Communication Deliberation Item 8o

DATE: August 5, 2025

FROM: Keith R. Smith, Council Member Place 5

ITEM: Discuss and reconsider appointments of Mayor Pro Tem and Deputy Mayor Pro Tem made at the July 1, 2025 Council meeting.

BACKGROUND:

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS: N/A

MOTION:

Motion to approve or deny appointing _____
as Mayor Pro Tem.

Motion to approve or deny appointing _____
as Deputy Mayor Pro Tem.



Mayor and Council Communication Deliberation Item 8p

DATE: August 5, 2025

FROM: Mayor Boardingham

ITEM: Discuss and consider approval of excusing the absence of Councilman Keith R. Smith from the June 10, 2025 meeting.

BACKGROUND:

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS: N/A

MOTION:

Motion to approve or deny excusing the absence of Councilman Keith R. Smith from the June 10, 2025 meeting.



Mayor and Council Communication Deliberation Item 8q

DATE: August 5, 2025

FROM: Mayor Boardingham

ITEM: Discuss and consider approval of excusing the absence of Councilman Keith R. Smith from the July 1, 2025 meeting.

BACKGROUND:

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS: N/A

MOTION:

Motion to approve or deny excusing the absence of Councilman Keith R. Smith from the July 1, 2025 meeting.



Mayor and Council Communication Deliberation Item 8r

DATE: August 5, 2025
FROM: Council Member Janet Carpenter, Place 4
ITEM: Discuss coordinating City and Public Library events

BACKGROUND:

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS: N/A

MOTION:

Discussion item only. No motion required.



Mayor and Council Communication Deliberation Item 8s

DATE: August 5, 2025
FROM: Council Member Janet Carpenter, Place 4
ITEM: Discuss Council Members and Staff communication protocols

BACKGROUND:

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS: N/A

MOTION:

Discussion item only. No motion required.



Mayor and Council Communication Deliberation Item 8t

DATE: August 5, 2025

FROM: Deputy Mayor Pro Tem Coleman

ITEM: Discuss and consider action to implement Communication system and updates for our City sirens.

BACKGROUND:

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS: N/A

MOTION:

Motion to approve or deny action to implement Communication system and updates for our City sirens.



Mayor and Council Communication Deliberation Item 8u

DATE: August 5, 2025

FROM: Deputy Mayor Pro Tem Coleman

ITEM: Discuss and consider action regarding processes of our Boards and commissions.

BACKGROUND:

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS: N/A

MOTION:

Motion to approve or deny action regarding processes of our Boards and commissions.



Mayor and Council Communication Deliberation Item 8v

DATE: August 5, 2025

FROM: Mayor Pro Tem Jones

ITEM: Discuss and consider action reinstating out of state training and travel policy for all Council Members to include the Mayor not to exceed \$50,000 divided equally.”

BACKGROUND:

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS: N/A

MOTION:

Motion to approve or deny reinstating out of state training and travel policy for all Council Members to include the Mayor not to exceed \$50,000 divided equally.



Mayor and Council Communication Deliberation Item 8w

DATE: August 5, 2025

FROM: Venus M. Wehle, City Manager

ITEM: Discuss and consider Ordinance 2025-18, an ordinance amending the Forest Hill Code of Ordinances Chapter 2 “Administration and Personnel, Article 2.02 “City Council,” by amending section 2.02.001 “Meetings and work sessions.”

BACKGROUND:

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS: N/A

MOTION:

Motion to approve or deny Ordinance 2025-18, amending the Forest Hill Code of Ordinances Chapter 2 “Administration and Personnel, Article 2.02 “City Council,” by amending section 2.02.001 “Meetings and work sessions.”

**CITY OF FOREST HILL, TEXAS
ORDINANCE NO. 2025-18**

AN ORDINANCE OF THE CITY OF FOREST HILL, TEXAS, AMENDING THE FOREST HILL CODE OF ORDINANCES CHAPTER 2 "ADMINISTRATION AND PERSONNEL" AT ARTICLE 2.02 "CITY COUNCIL" BY AMENDING SECTION 2.02.001 "MEETINGS AND WORK SESSIONS; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, to align with the City Council Relations Policy and Code of Ethics as well as recent changes to State Law, certain amendments to section 2.02.001 regarding meetings and agendas for the City Council are required; and

WHEREAS, the City Council of the City of Forest Hill, Texas, finds it to serve the general welfare and to be in the best interest of the City and its citizens to amend the Forest Hill Municipal Code section 2.02.001;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FOREST HILL, TEXAS, THAT:

SECTION 1. Chapter 2 "Administration and Personnel" at Article 2.02 "City Council" 11 "Traffic and Vehicles," is hereby amended by amending section 2.02.001 "Meetings and work sessions at its subsections (a) and (c) which shall henceforth read in their entirety as follows, with subsection (b) remaining unchanged:

"Section 2.02.001 Meetings and work sessions.

(a) Regular meetings and work sessions. The city council shall hold its regular monthly meeting on the first Tuesday of each month at 6:00 p.m. in the city council chambers. In addition, the city council may hold a regular work session on the first Tuesday of each month at 6:00 p.m. in the city council chambers. The city council may hold a regular meeting on the third Tuesday of each month at 6:00 p.m. in the city council chambers.

(b) . . .

(c) Agenda. Items for meetings and work sessions may be placed on the agenda by the city manager, the mayor, or any other city council member in accordance with the City Council Relations Policy and Code of Ethics adopted by the Council. Such items shall be given to the city secretary as soon as practicable, but in any event, in time to permit the secretary to comply with the provisions of the state open meetings law. For all meetings other than emergency meetings, items shall be given

to the city secretary by 5:00 p.m. on the seventh business day before the date of the meeting. Business days are all days except Saturdays, Sundays, and city, state, and federal holidays. Items shall be listed on the agenda exactly as submitted unless changed with the consent of the person who requested the placement of the item on the agenda. “

SECTION 2. Should any article, paragraph, subdivision, clause or provision of this ordinance, or the Forest Hill Municipal Code as hereby amended be adjudged or held invalid or unconstitutional for any reason, such judgment or holding shall not affect the validity of this ordinance as a whole or any part or provision hereof other than the part so declared to be invalid or unconstitutional.

SECTION 4. This Ordinance shall take effect from and after its passage.

**DULY PASSED BY THE CITY COUNCIL OF THE CITY OF FOREST HILL, TEXAS, ON
THE _____ DAY OF _____, 2025.**

APPROVED:

Stephanie Boardingham, Mayor

ATTEST:

Amy Anderson, City Secretary

APPROVED AS TO FORM:

Courtney Goodman-Morris, Asst. City Attorney
4929-1381-4099, v. 1



Mayor and Council Communication Executive Session Item 9a

DATE: August 5, 2025

FROM: Venus M. Wehle, City Manager

ITEM: Pursuant to Texas Government Code Section 551.071, Consultation with the City Attorney to receive legal advice with regard to pending litigation, to wit:

1. Eddie Burns vs. City of Forest Hill, Civil Action No. 4:25-cv-00719Y in the U.S. District Court for the Northern District of Texas; Fort Worth Division.
 2. New Spirit of Prayer Ministries, Inc. v. City of Forest Hill, Civil Action NO. 4:25-00644P in the U.S. District Court for the Northern District of Texas, Fort Worth Division.
 3. Pursuant to Texas Government Code Section 551.071, Consultation with the City Attorney, to receive legal advice regarding Chapter 143 requirements related to meet and confer and related issues for City of Forest Hill Fire Fighters.
-

BACKGROUND:

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS: N/A

Item #1 MOTION: _____

1. Eddie Burns vs. City of Forest Hill, Civil Action No. 4:25-cv-00719Y in the U.S. District Court for the Northern District of Texas; Fort Worth Division.

Item #2 MOTION: _____

2. New Spirit of Prayer Ministries, Inc. v. City of Forest Hill, Civil Action NO. 4:25-00644P in the U.S. District Court for the Northern District of Texas, Fort Worth Division.

Item #3 MOTION: _____

3. Pursuant to Texas Government Code Section 551.071, Consultation with the City Attorney, to receive legal advice regarding Chapter 143 requirements related to meet and confer and related issues for City of Forest Hill Fire Fighters.